



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
August 9, 2018
6:00 PM

Council Meeting Presentations

1. Executive Session

Collective negotiations pursuant to article 14 of the civil service law

Proposed, pending or current litigation

*Negociaciones colectivas de acuerdo con el artículo 14 de la ley del
Servicio Civil*

Litigación propuesta, pendiente o actual

Work Session Presentations

2. Conservation Advisory Council (CAC) Report -- 2016 Urban Forestry Grant
for South William Street

*Reporte del Concejo Consultivo de Conservación – Subvención de
silvicultura urbana del 2016 para la Calle South William.*

3. BFJ Consultants Presentation of Visioning for the Master Plan

Presentación de los Consultores BFJ sobre la Visión para el Plan Maestro

4. Emergency Infrastructure Updates

Update on Masterson Park/Lockwood Basin
Paving Schedule

*Actualización sobre el Lago Masterson
Lote de Estacionamiento de Central Hudson
Programación de Pavimentación*

Department of Public Works/ Departamento de Obras Públicas

5. Central Hudson Agreement for additional Street lighting on Walsh's Rd and
Dickson St.

Central Hudson Agreement for additional Street lighting at Walsh's Rd near
Dickson St. (George Garrison)

*Acuerdo de "Central Hudson" para iluminación adicional en el Camino
Walsh Cerca a la Calle Dickson.*

6. Street Sweeping Schedule/Signage Change

Ordinance amending Section 288-36.1(C) of the Code of Ordinances of the

City of Newburgh to change the hours of parking prohibited during street cleaning operations on Ann Street from Liberty Street to Mill Street. (George Garrison)

Una Ordenanza enmendando Sección 288-36.1(C) del Código de Ordenanzas de la Ciudad de Newburgh para cambiar las horas de estacionamiento prohibido durante operaciones de limpieza de calles en la Calle Ann desde la Calle Liberty hasta la Calle Mill. (George Garrison)

Engineering/Ingeniería

7. Former Consolidated Iron Cleanup Site Groundwater Sampling Proposal with The Chazen Companies

Resolution authorizing the City Manager to accept a proposal with The Chazen Companies to conduct additional groundwater sampling for emerging contaminants and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund site at a cost of \$20,950.00. (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta con la Compañía Chazen para realizar nuevas tomas de muestras de aguas subterráneas para contaminantes emergentes y revisión periódica de ingeniería y los controles institucionales en el área del Superfondo "Consolidated Iron" a un costo de \$20,950.00. (Jason Morris)

8. Proposal with QUEST for indoor Air Monitoring at 492 Broadway and 22 Grand Street

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for an indoor environmental assessment for 22 Grand Street and 492 Broadway at a cost of \$18,120.00 and amending Resolution No: 333-2017, the 2018 budget for the City of Newburgh, New York to transfer funding from General Fund Contingency to Municipal Buildings (Jason Morris)

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con "Quality Environmental Solutions & Technologies, Inc." Para una evaluación ambiental interior para la 22 de la Calle Grand y 492 de Broadway por un costo de \$18,120.00 y enmendando Resolución No: 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para transferir fondos del Fondo General de Contingencia para Edificios Municipales. (Jason Morris)

9. Liberty & Grand Street Sewer Separation Project Change Orders 1G & 2G with METRA Industries

Resolution authorizing the City Manager to execute change orders No.1G for a time extension and No. 2G to increase the contract amount by \$71,354.58 with METRA Industries for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project. (Jason Morris)

Una resolución autorizando al Gerente Municipal a ejecutar cambio de ordenes No. 1G para una extensión de tiempo y No. 2G para incrementar el monto del contrato pro \$71,354.58 con “METRA Industries” para la construcción del Proyecto de Mejoras de Alcantarillado Sanitario para las Calles Liberty y Grand. (Jason Morris)

10. Liberty & Grand Street Sewer Separation Project Update and Execution of Proposal with Barton & Loguidice for Additional Construction Phase Services
Resolution authorizing the City Manager to execute an amendment to a contract with Barton & Loguidice, D.P.C. for professional engineering services in an additional amount not to exceed \$254,000.00 for additional construction phase administration services in the Liberty Street and Grand Street Sanitary Sewer Improvements Project (Jason Morris)

Una resolución autorizando al Gerente Municipal a ejecutar una enmienda de un contrato con Barton & Loguidice, D.P.C. para servicios profesionales de ingeniería en una cantidad adicional que no exceda \$254,000.00 para servicios administrativos adicionales de la fase de construcción del Proyecto de Mejoras de Alcantarillados de Sanidad de la Calle Liberty y Calle Grand. (Jason Morris)

Finance/Finanza

11. Budget Transfer from Water Contingency - water main investigation
Resolution amending Resolution No: 333 - 2017, the 2018 budget for the City of Newburgh, New York to transfer \$80,000.00 from Water Fund Contingency to Water Distribution Department - Other Expenses to fund a water main investigation (Katie Mack & Wayne Vradenburgh)

Una resolución enmendando Resolución No. 333-2017, el presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para transferir \$80,000.00 del Fondo de Contingencia del Agua al Departamento de Distribución de Agua – Otros Gastos para financiar una investigación de la cañería principal. (Katie Mack y Wayne Vradenburgh)

12. 2018 Personnel Book Amendment - Water Department
Resolution amending the 2018 Personnel Analysis Book to add one Water Maintenance Supervisor to Distribution (8340) in the City of Newburgh Water Department. (Wayne Vradenburgh & Katie Mack)

Una resolución enmendando el Libro de Análisis de Personal del 2018 para agregar un Supervisor de Mantenimiento de Agua a Distribución (8340) en el Departamento de Agua de la Ciudad de Newburgh. (Wayne Vradenburgh y Katie Mack)

13. Amendment to 2018 Budget Resolution 333-2017 - surplus water meter sale
Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust the Water Fund for funds received from the sale of a surplus water meter (Katie Mack)

Una resolución enmendando Resolución No.333-2017, el presupuesto para la Ciudad de Newburgh, Nueva York para reconciliar el fondo de agua para los fondos recibidos de la venta de un medidor de agua excedente. (Katie Mack)

14. Resolution Amending 2018 Budget for PFOS Litigation costs

Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to transfer \$130,000.00 from available personnel savings based on the Comptroller's analysis from the Water Department Fund(s) and amending the 2018 Water Budget by increasing Water Fund Balance and PFOS Litigation by \$670,000 to cover anticipated expenses through 2018. (Michelle Kelson & Katie Mack)

15. Resolution to Renew Life Insurance Policies

Resolution authorizing the City Manager to enter into a contract with Prudential Insurance Company to provide life insurance coverage for employees currently covered for a two year renewal period (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a entrar en un contrato con la Compañía "Prudential Insurance" para proporcionar cobertura de seguros de vida para empleados actualmente cubiertos por un periodo de renovación de dos años (Katie Mack)

16. Ricoh Copiers

Resolution authorizing the City Manager to execute a lease agreement with RICOH USA, Inc. for copiers in the Police Department, Fire Department and Code Compliance Bureau at a cost of \$972.56 per month for a period of 36 months. (Katie Mack)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un acuerdo de arrendamiento con RICOH USA, Inc. Para copiadoras en el Departamento de Policía, Departamento de Bomberos y Buro de Cumplimiento del Código a un costo de \$972.56 por mes por un periodo de 36 meses. (Katie Mack)

17. Standard Work Day Reporting-Retirement

Resolution establishing a standard work day for elected and appointed officials which will be reported to the New York State and Local Employees' Retirement System. (Katie Mack)

Una resolución estableciendo un día laborable estándar para funcionarios elegidos y designados que serán reportados al Estado de Nueva York y el Sistema del Retiro de los Empleados Locales. (Katie Mack)

Una resolución estableciendo un día laborable estándar para funcionarios elegidos y designados que serán reportados al Estado de Nueva York y el Sistema del Retiro de los Empleados Locales. (Katie Mack)

18. Award RFP for Carnival Rides @ International Festival

Resolution authorizing the award of a bid and execution of a contract with Shamrock Shows, Inc. for amusement rides, attractions and concessions at

the City of Newburgh 30th International Festival. (Katie Mack)

Una resolución autorizando la entrega de una licitación y ejecución de un contrato con Shamrock Shows, Inc. Para juegos, atracciones y concesiones en el trigésimo Festival Internacional de la Ciudad de Newburgh. (Katie Mack)

19. Amendment to 2018 Budget Resolution 333-2017 - Fire Department Insurance Recovery

Resolution amending Resolution No: 333-2017, the 2018 Budget for the City of Newburgh, New York to adjust for insurance recovery funds allocated to Insurance Recoveries to be applied to Fire Department Motor Vehicle Repairs (Katie Mack)

Una resolución enmendando Resolución No. 333-2017 del Presupuesto del 2018 para la Ciudad de Newburgh, Nueva York para reconciliar fondos de recuperación de seguros asignados a las recuperaciones de seguros para ser aplicados a las reparaciones de vehículos motorizados del Departamento de Bomberos. (Katie Mack)

20. Personnel Book amendment -Temporary Firefighter

Resolution amending the 2018 Personnel Analysis Book to add one (1) Firefighter position on a temporary basis in the City of Newburgh Fire Department. (Katie Mack)

Una resolución enmendando el Libro de Análisis del Personal del 2018 para agregar un (1) puesto de Bombero en base temporal al Departamento de Bomberos de la Ciudad de Newburgh. (Katie Mack)

Planning and Economic Development/Planificación y Desarrollo Económico

21. Purchase of 36 Hasbrouck Street

Resolution to authorizing the conveyance of real property known as 36 Hasbrouck Street (Section 38, Block 3, Lot 46) at private sale to Michael Conners for the amount of \$5,000.00. (Deirdre Glenn)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 36 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 46) en una venta privada a Michael Conners por la cantidad de \$5,000.00. (Deirdre Glenn)

22. Purchase of 89 West Van Ness Street

Resolution to authorize the conveyance of real property known as 89 West Van Ness Street (Section 26, Block 5, Lot 5) at private sale to Lorena Santos, Marco Torres and Ricardo Santos for the amount of \$20,000.00. (Deirdre Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidas como la 89 de la Calle West Van Ness (Sección 26, Bloque 5, Lote 5) en una venta privada a Lorena Santos, Marco Torres y Ricardo Santo por la cantidad de \$20,000.00. (Deirdre Glenn)

23. Purchase of 40 William Street

Resolution to authorize the conveyance of real property known as 40 William Street (Section 38, Block 2, Lot 33) at private sale to Dawn M. Liberi for the amount of \$11,000.00. (Deirdre Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidos como la 40 de la Calle William (Sección 38, Bloque 2, Lote 33) en una venta privada a Dawn M. Liberi por el monto de \$11,000.00. (Deirdre Glenn)

24. Purchase of 152 South Street

Resolution to authorize the conveyance of real property known as 152 South Street (Section 11, Block 3, Lot 16) at private sale to Ju Young Oh and Min Sung Kang for the amount of \$5,070.00. (Deirdre Glenn)

Una resolución que autorice el traspaso de bienes raíces conocidos como la 152 de la Calle South (Sección 11, Bloque 3, Lote 16) en una venta privada a Ju Young Oh y Min Sung Kang por el monto de \$5,070.00. (Deirdre Glenn)

25. Purchase of 112 Johnston Street

Resolution to authorize the conveyance of real property known as 112 Johnston Street (Section 18, Block 10, Lot 12) at private sale to Eric Hiltner for the amount of \$7,500.00. (Deirdre Glenn)

Una resolución para autorizar el traspaso de bienes raíces conocidos como la 112 de la Calle Johnston (Sección 18, Bloque 10, Lote 12) en una venta privada a Eric Hiltner por el monto de \$7,500.00. (Deirdre Glenn)

26. 109 S. William Street - Site Development Agreement

A resolution authorizing the City Manager to Execute a site development agreement with BOM Newburgh, LLC for the Transfer and redevelopment of property located at 109 South William Street (Section 45, Block 5, Lot 5)

27. License Agreement with the Newburgh Community Land Bank for Use of 182 Broadway for an "Artist in Vacancy" Art Installation

Resolution authorizing the City Manager to enter into a license agreement with the Newburgh Community Land Bank for use and access to 182 Broadway (Section 30, Block 1, Lot 32) as a display site for its Artist in Vacancy Initiative. (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con el Banco Agrario Comunitario de Newburgh para uso y acceso a la 182 de Broadway (Sección 30, Bloque 1, Lote 32) como un sitio de exhibición para su iniciativa Artistas en Vacancia. (Deirdre Glenn)

28. Extension to rehabilitate 31 Liberty Street, W.H.

Resolution authorizing a six month extension of time to rehabilitate the premises known as 31 Liberty Street, W.H. (Section 45, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de seis meses para rehabilitar

las instalaciones conocidas como la 31 de la Calle Liberty, W.H. (Sección 45, Bloque 7, Lote 21) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

29. Extension to rehabilitate 28 Courtney Avenue

Resolution authorizing a one year extension of time to rehabilitate the premises known as 28 Courtney Avenue (Section 48, Block 3, Lot 24) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo por un año para rehabilitar las instalaciones conocidas como la 28 de la avenida Courtney (Sección 48, Bloque 3, Lote 24) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

30. Extension to rehabilitate 120 Johnston Street

Resolution authorizing an extension of time to rehabilitate the premises known as 120 Johnston Street (Section 18, Block 10, Lot 1) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo por un año para rehabilitar las instalaciones conocidas como la 120 de la Calle Johnston (Sección 18, Bloque 10, Lote 1) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

31. Extension to rehabilitate 127 Johnston Street

Resolution authorizing an extension of time to rehabilitate the premises known as 127 Johnston Street (Section 18, Block 2, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando una extensión de tiempo para rehabilitar las instalaciones conocidas como la 127 de la Calle Johnston (Sección 18, Bloque 2, Lote 21) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

32. Extensions to rehabilitate four properties owned by M&N Newburgh Development LLC

Resolution authorizing extensions of time to rehabilitate the premises known as 11 Lutheran Street (Section 29, Block 9, Lot 8), 41 Lutheran Street (Section 29, Block 3, Lot 12), 141 Chambers Street (Section 18, Block 4, Lot 19) and 66 Johnston Street (Section 23, Block 7, Lot 21) in the City of Newburgh. (Michelle Kelson & Deirdre Glenn)

Una resolución autorizando extensiones de tiempo para rehabilitar las instalaciones conocidas como la 11 de la Calle Lutheran (Sección 29, Bloque 9, Lote 8), 41 de la Calle Lutheran (Sección 29, Bloque 3, Lote 12), 141 de la Calle Chambers (Sección 18, Bloque 4, Lote 19) y la 66 de la Calle Johnston (Sección 23, Bloque 7, Lote 21) en la Ciudad de Newburgh. (Michelle Kelson y Deirdre Glenn)

33. Release of Restrictive Covenants - 20 Grove Street

Resolution authorizing the execution of a Release of Restrictive Covenants

and Right of Re-entry from a deed issued to Magaly Aguirre to the premises known as 20 Grove Street (Section 26, Block 8, Lot 10) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y el derecho de reingreso de un título emitido a Magaly Aguirre a las instalaciones conocidas como la 20 de la Calle Grove (Sección 26, Bloque 8, Lote 10) (Michelle Kelson)

34. Release of Covenants & Satisfaction of Judgment - 48 & 50 City Terrace

Resolution authorizing the City Manager to execute a satisfaction of judgment and Releases of Restrictive Covenants and Right of Re-Entry in connection with the sale of the premises located at 48 and 50 City Terrace (Section 29, Block 5, Lots 38 & 39) to Joseph W. Ariano. (Michelle Kelson)

Una resolución autorizando al Gerente Municipal a ejecutar una satisfacción del juicio y las liberaciones de cláusulas restrictivas y derecho de reingreso en conexión con la venta de las instalaciones ubicadas en la 48 y 50 de City Terrace (Sección 29, Bloque 5, Lotes 38 y 39) a Joseph W. Ariano. (Michelle Kelson)

35. Release of Restrictive Covenants -- 162 First Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Salvatore Randazzo to the premises known as 162 First Street (Section 23, Block 7, Lot 16) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Salvatore Randazzo para las instalaciones conocidas como la 162 de la Calle First (Sección 23, Bloque 7, Lote 6) (Michelle Kelson)

36. Release of Restrictive Covenants - 130 Third Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to 144 Tercera Corp. to the premises known as 130 Third Street (Section 18, Block 9, Lot 13) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a 144 Tercera Corp. Para las instalaciones conocidas como la 130 de la Calle Tercera (Sección 18, Bloque 9, Lote 13) (Michelle Kelson)

37. Release of Restrictive Covenants - 152 Third Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Malina Nealis to the premises known as 152 Third Street (Section 18, Block 10, Lot 9) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de Clausulas restrictivas y derecho de reingreso de un título emitido a Malina Nealis para las instalaciones conocidas como la 152 de la Calle Tercera (Sección 18,

38. Bloque 10, Lote 9) (Michelle Kelson)
Satisfaction of Mortgage - 121 Third Street

Resolution authorizing the settlement of a mortgage from Elizabeth Obie to the City of Newburgh and authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 121 Third Street (Section 23, Block 4, Lot 3) (Michelle Kelson)

Una resolución autorizando la liquidación hipotecaria de Elizabeth Obie a la Ciudad de Newburgh y autorizando al Gerente de la Ciudad a ejecutar una Satisfacción Hipotecaria en conexión con las instalaciones ubicadas en la 121 de la Calle Third (Sección 23, Bloque4, Lote 3) (Michelle Kelson)

39. Satisfaction of Mortgage - 33 Chambers Street

Resolution authorizing the settlement of a mortgage from Lloyd G. Sandiford and Jennifer E. Loeb to the City of Newburgh and authorizing the City Manager to execute a Satisfaction of Mortgage in connection with the premises located at 33 Chambers Street (Section 30, Block 4, Lot 17) (Michelle Kelson)

Una resolución autorizando la liquidación hipotecaria de Lloyd G. Sandiford y Jennifer E. Loeb a la Ciudad de Newburgh y autorizando al Gerente de la Ciudad a ejecutar un Satisfacción Hipotecaria en conexión con las instalaciones ubicadas en la 33 de la Calle Chambers (Sección 30, Bloque 4, lote 17) (Michelle Kelson)

40. Satisfaction of Mortgage- 14 Palatine Ave

Resolution authorizing the City Manager to execute a Satisfaction in connection with a mortgage issued to Denzil Alexander and Celestine Alexander and Paddy M. Alexander for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14)

Una resolución autorizando al gerente de la ciudad a ejecutar una satisfacción en conexión con una hipoteca emitida a Denzil Alexander y Celestine Alexander y Paddy M. Alexander para las instalaciones ubicadas en la 14 de la Avenida Palatine (Sección 13, Bloque 4, Lote 14)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

41. 2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Resolution authorizing the City Manager to enter into an inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2017 Byrne Justice Assistance Grant Program

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo inter-local entre el Condado de Orange y la Ciudad de Newburgh en conexión con el Programa de Subvención de Asistencia de Justicia Byrne 2017.

42. Larkin \$100,000 Community Policing Grant

Resolution authorizing the City Manager to accept a SFY 2018-2019 New

York State Senate Initiative Grant from Senator William Larkin in the amount of \$100,000.00 with no City match for police-community relations. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a aceptar una Subvención de Iniciativa del Estado de Nueva York del Senador William Larkin por el monto de \$100,000.00 para relaciones policiales-comunitarias el cual no requiere que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

43. Amendment No. 2 Extension of NYS DEC Catskill Aqueduct Water Reimbursement Contract

Resolution authorizing the City Manager to enter into Amendment No. 2 to the agreement with the New York State Department of Environmental Conservation to extend the term of the agreement for reimbursement of the cost of water purchased from the New York City Catskill Aqueduct. (Michelle Kelson)

Una resolución autorizando al Gerente de la ciudad a entrar en la Enmienda No. 2 para el acuerdo con el Departamento de Conservación Ambiental del Estado de Nueva York para extender el plazo del acuerdo para reembolso del costo del agua comprado del acueducto del Catskill de la Ciudad de Nueva York. (Michelle Kelson)

44. Best Resource Center, Inc. - Agreement for youth employment

Resolution authorizing the City Manager to enter into an agreement with Best Resource Center, Inc. to provide workforce development employment opportunities for City youth in the Department of Public Works for the summer of 2018. (Michelle Kelson & George Garrison)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con "Best Resource Center, Inc. Para proporcionar oportunidades de empleo para el desarrollo laboral para la juventud de la Ciudad en el Departamento de Obras Públicas para el verano del 2018. (Michelle Kelson y George Garrison)

45. Cities RISE Phase II Grant

Resolution authorizing the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General (Deirdre Glenn)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de Ciudades para Inversiones Responsables y Ejecución Estratégica Fase II del "Enterprise Community Partners, Inc." para asistencia técnica para facilitar el desarrollo de capacitación en las estrategias de aplicación del código por medio de la Oficina del Procurador General del Estado de Nueva York (Deirdre Glenn)

Local Laws/Leys Locales

46. Amendment to Local Law No. 1 - 2015

(Michelle Kelson)

Enmienda a la Ley Local No.1-2015 (Michelle Kelson)

Discussion Items/Temas de Discusión

47. Sanitation Dept. Recycling Enforcement - Approximate Costs \$_____

1. Cost of equipment - trash cans
2. Cost of maintenance - past practices

(George Garrison as per Councilwoman Sofokles)

1. *Costo de equipo – botes de basura*
2. *Costo de mantenimiento – practicas anteriores*
(George Garrison a pedido de la Concejal Sofokles)

48. Civil Service Commission – reappointment request

(Tom Murphy, Chairman Civil Service Commission)

(Tom Murphy, Presidente de la Comisión de Servicio Civil)



City of Newburgh Vision Plan

DRAFT: August 3, 2018

Newburgh Vision Plan

[WORKING DRAFT]

Newburgh, NY

Prepared for
The City of Newburgh

Prepared by
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115 Fifth Avenue
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DRAFT

Acknowledgments

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And with special thanks to Angie Witkowski for contributing work on housing and demographics data.

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Introduction

Role of the Vision Plan

The purpose of the Vision Plan is to define the goals of the community in order to launch the comprehensive planning process that the City of Newburgh will undertake in the coming years. The plan is intended to update residents' vision for their city, and provide a path forward toward a deeper understanding of key issues and opportunities. The Vision Plan is a first draft document that should be used as a starting point to generate recommendations that further the interests of the community. This Plan includes a summary of basic existing conditions, including a snapshot of Newburgh's place in the region today, up-to-date demographic and housing data, and current land use and zoning. Following the existing conditions section, the Vision Plan is organized around the seven themes of the 2008 Comprehensive Plan, with the addition of Land Use and Zoning. The Vision and Goals section of this Plan is based on feedback received through the public outreach process, and is intended to reflect the desires of the community and advance the process toward future comprehensive planning.

Planning Process and Public Outreach

Public outreach for the Vision Plan included three public workshops, focus group meetings, a public survey, and the development of an ongoing public outreach campaign designed to continue through the comprehensive planning process.

The first public workshop was held in April 2018, and introduced the Vision Plan, and presented the goals and vision from the City's existing 2008 comprehensive plan, Plan-It Newburgh. Following a brief presentation, members of the public had the opportunity to make comments on the vision and goals on large-scale boards placed throughout the room. At the end of the meeting there was an open Town Hall for attendees to voice comments, concerns, and ask questions.

The second public workshop, held in May 2018, included round-table discussions related to each topic area of Plan-It Newburgh. Workshop attendees formed groups to discuss their top priorities for each topic, and gave a report back following the discussion.

The third public workshop was held in June 2018, and provided a first draft of the revised vision statement and goals for each topic area based on feedback from the first two public workshops, and initial survey findings. Following a brief presentation to introduce the new vision and goals, members of the public commented on boards around the room, and gave feedback during a question and answer period.

The public survey ran from May 30 through July 16, 2018, and was available online and in hard copy in both English and Spanish. The survey presented the vision and goals from the 2008 Comprehensive Plan, prompting respondents to identify which goals are most important to the future of Newburgh, what is missing from the 2008 Plan, and what strategies should be considered to help the community achieve and implement its goals. Key takeaways from the survey included are reflected in the revised vision statement and goals described in the Vision and Goals section of this plan.

Additional information, including meeting minutes and materials for each public workshop, are available as an appendix to this Plan.

Finally, to continue the conversation on the Vision Plan, the City hopes to create an ongoing public outreach strategy. As part of this ongoing outreach, the vision planning process has developed block captain surveys, an intercept survey designed to be carried out by volunteers who will record their neighbors' input and return the information to the City directly. The block captain surveys are intended to be part of a continuing process, and can be utilized in a variety of ways: as a means of directing the conversation through larger forums and organized working groups, or as direct conversations between members of the community and their City officials. The block captain survey was developed to address concerns that many residents have not been able to attend meetings or complete the Vision Plan Survey. The block captain survey will help to foster greater inclusion as efforts towards completing the comprehensive plan advance.

Prior Planning and Ongoing Local Initiatives

The City of Newburgh undertook the vision planning process in early 2017. The Vision Plan intends to unify the community by articulating a vision for Newburgh that reflects the desires of residents and stakeholders, while recognizing prior planning efforts and ongoing local initiatives. The primary resources for the foundation of the Vision Plan was the City's most recently adopted plans, its current comprehensive Plan-It Newburgh (2008), and the Local Waterfront Redevelopment Plan (LWRP), (2017). Ongoing local initiatives undertaken by the City in conjunction with stakeholder groups, nonprofit organizations, and public input are part of a larger effort toward the update of Plan-It Newburgh.

Plan-It Newburgh, 2008

In 2008, Newburgh completed a Comprehensive Sustainable Master Plan to describe and define the current state of the City and set targets, goals and strategies to define the City as it grows in the 21st Century. With the participation of local stakeholder groups and public input, Plan-It Newburgh created targets intended to be achieved before 2040. The Plan intends to preserve what the community values, and change what the community dislikes, while encouraging agreement on common objectives and coordinated implementation efforts. Plan-It Newburgh looked at the City's systems, infrastructure, and programs in order to determine how Newburgh is meeting the community's needs, and focuses on how improvements can be made with future generations in mind. The Plan serves to inform ways the City can enhance community resources, and identifies and describes issues regarding land use, planning, the provision of services, support for arts and culture, social and human development, healthcare, and economic renewal. Plan-It Newburgh was focused around seven topic areas in order to present a framework of sustainability for the City. These include:

- Social Well-Being
- Governance
- Housing
- Natural Environment
- Economic Development
- Transportation
- Municipal Services

The Plan called for the preparation of a future land use plan and a comprehensive revision of the zoning code. The City completed the future land use plan as an addendum to Plan-It Newburgh in 2011, and in 2015, the City updated its zoning code.

Future Land Use Plan, 2011

In 2011, the City adopted a Future Land Use Plan as an addendum to the 2008 Master Plan. The purpose of the Future Land Use Plan is to recognize existing land use patterns and illustrate the potential outcome of policies developed in the Master Plan. The Future Land Use Plan proposed new land uses in areas where the City's existing land use designations were either obsolete or did not represent the highest and best use for the area. The addendum took into account compatibility with land uses in adjacent municipalities, and accounted for the City's need to protect and conserve the area's water resources in order to provide for a growing population.

As part of the Future Land Use Plan, the City of Newburgh surveyed, inventoried, and catalogued all existing land uses in 2010. The Plan includes a map of existing land uses, identifying a large percentage of residential use (63%), institutional use (16.2%), and vacant land (11.1%). In addition, the Plan looked at the existing zoning classifications, and generated recommendations specific to 13 opportunity areas:

- a. Northwestern Industrial/Commercial Campus
- b. West Med Tech
- c. Mill District
- d. Lake Street Mixed-Use Development
- e. Crystal Lake/Snake Hill Conservation Development Area
- f. Quassaick Creek Conservation/Open Space Area
- g. Upper Broadway
- h. Mid-Broadway Transit Node
- i. Lower Broadway High Density Mixed-Use District
- j. Waterfront
- k. Southern Commercial District
- l. Institutional Uses
- m. Armory

For each of these opportunity areas, the City outlined a sustainable, economically beneficial uses that would complement surrounding uses and support the City as a whole.

Comprehensive Zoning Code, 2015

A progressive zoning code was adopted in 2015 in response to the Future Land Use Plan of 2011 and the LWRP (further updated, see below). The new zoning also includes four form based code areas which take reference from the Leyland/Duany charrette of 2008.

LWRP, 2017

In 2017, Newburgh locally adopted its Local Waterfront Revitalization Plan (LWRP). The purpose of the LWRP was to create a locally determined land and water use plan for Newburgh's waterfront. The Plan was written to include coastal management policies and recommendations, consistent with the coastal management policies of the state. The LWRP seeks to promote beneficial waterfront development in order to enhance the City and protect its natural coastal resources. The LWRP updated community policies and projects, and reflected the changing regulatory environment, and defined the Harbor Management Area policies.

The LWRP resulted in recommendations in three Sub-Areas. For Sub-Area A, the LWRP recommended the Quassaick Creek Stream Restoration, preservation and trail, a complete streets study for Lake Street, and

the redevelopment of Lakeside Plaza shopping center, with access easements on Muchattoes Lake. Sub-Area B recommendations included a link between the waterfront and Broadway, the restoration of the historic Tower of Victory at Washington's Headquarters, landscape improvements along Liberty Street and adoption of universal sidewalk standards City-wide, and renovation of the Foundry building at Washington Park for residential development. Sub-Area C recommendations focused on improvements to waterfront parcels, including the Pier Loun Condominium environmental quality maintenance to support existing boating facilities, maintenance of the existing protective structures at the Newburgh Yacht Club shore, improvements to the Newburgh Landing Dock, South Street Park, Gull Harbour boating facilities, and Newburgh Boat Launch improvements. Additional projects in Sub-Area C include the redevelopment, maintenance, and/or expansion of the following properties: adaptive reuse of the Regal Bag building, redevelopment of the seven acre Consolidated Iron and Metal area to include extension of areas and facilities for unobstructed views; shore-based fishing and waterfront events; relocation of the Newburgh-Beacon Ferry Terminal in coordination with new waterfront redevelopment; redevelopment and clean-up of the former incinerator site; and redevelopment of Steelways, Inc marine industrial property with appropriate buffers to screen industrial uses from public recreation areas. Improvements to Front Street to allow expansion of vehicular and pedestrian circulation, and extension of the Hudson Riverfront Walkway were also recommended.

Newburgh has a number of excellent resources, services, and nonprofit organizations whose work has contributed to renewal efforts across the City. Local nonprofit organizations, including the Newburgh Community Land Bank, Habitat for Humanity Newburgh, Scenic Hudson and the Newburgh Armory Unity Center have assisted the City in providing opportunities and services for residents.

Local Initiatives

As the City moves forward into developing its Comprehensive Plan, representatives from many nonprofit organizations, advocacy groups, and leaders of ongoing initiatives will be key stakeholders in the completion of the Plan. To date, the City has formed committees for three subject areas of the future Comprehensive Plan: Housing, Natural Environment/Open Space, and Economic Development. The composition, objectives, and work-to-date of these committees are summarized below.

Housing

In 2016, the City assembled a committee of representatives from various organizations to begin outlining goals and priorities to improve the condition of housing for Newburgh residents. The housing coalition has been meeting regularly, and is composed of representatives from more than 30 organizations, including Newburgh Community Land Bank, Habitat for Humanity, and groups involved in State-level initiatives such as Empire State Poverty Reduction Initiative (ESPRI), and Community, Opportunity, Reinvestment (COrE).

The Newburgh Community Land Bank's mission is to stabilize and revitalize abandoned properties, eliminating barriers to redevelopment, and facilitate community development in Newburgh. Land banking is a strategy used nationwide, in which entities are created to acquire, hold, manage, and develop vacant properties. The Land Bank aims to convert these vacant properties into productive use in order to transform neighborhood liabilities into assets.

Habitat for Humanity of Greater Newburgh is another nonprofit organization focused on improving housing stock in Newburgh. Habitat Newburgh is a volunteer organization that partners with local families

to create stability and foster self-reliance through its homeownership and repair program. Habitat Newburgh has a series of programs, including a Homeownership Program and a Minor Exterior Home Repair Program that help residents improve their housing conditions.

Members of many of these organizations have led initiatives to improve Newburgh, including programs at the State level, such as the Empire State Poverty Reduction Initiative (ESPRI), and Community, Opportunity, Reinvestment (CORE), the Governor's 2013 initiative to improve the wellbeing of distressed communities in New York State. ESPRI was initiated by Governor Cuomo to positively impact communities within New York State facing poverty issues. United Way of the Dutchess-Orange Region is the coordinating organization for the Newburgh Anti-Poverty Task Force. The Task Force includes representatives from nonprofit organizations, the local school district, social services, and residents who have lived or are currently living in poverty. The representatives are tasked with selecting one or more focus areas based on an analysis of high need issues, neighborhoods, and common challenges. The Task Force then is responsible for developing a plan for how to best utilize funding, including measurable objectives, and a timeframe for completion. The State's CORE initiative coordinates state support with local needs to better allocate resources and make measurable progress toward its three goals: (1) Align programs, policies, and funding across government organizations; (2) Target efforts and investments at specific neighborhoods and outcomes; and (3) Evaluate interventions and results.

Together, these groups have formed key priorities for Newburgh, which have been adapted into the goals for the housing theme in the Vision and Goals section of this Plan. Priorities include: rehabilitation of existing housing stock, affordability, livability, homeownership, and data collection, transparency, accountability.

Open Space/Natural Environment

The City, in conjunction with Scenic Hudson, is currently undertaking an Open Space Plan to account for future open space needs and recreational linkages throughout the community. Since 2016, Scenic Hudson has been working on a Riverfront Communities project, gathering input from nonprofit organizations throughout Newburgh, and identifying where recommendations can target organizations' overlapping goals. Scenic Hudson has established partnerships and gathered the ideas from disparate natural environment advocacy groups and stakeholders, including the Quassiac Creek Alliance, Hudson River Regional Alliance, Downing Park Planning Committee, and the Newburgh Clean Water Committee. Scenic Hudson is seeking new ways to improve the quality of life in Newburgh through its open space and natural environment resources.

The priorities developed as a result of this work are described in greater detail in the Natural Environment goals section of the Plan.

Economic Development

The Economic Development Advisory Committee, formed in the spring of 2017, includes community leaders, business and property owners, residents, and other representatives involved with public and private development in Newburgh. Members of the committee are working with the City to coordinate initiatives that provide assistance to businesses, individuals, and nonprofits to increase economic and job

growth. The Department has been involved in acquiring the more than \$150 million in public and private investment downtown Newburgh has received during the last five years.

Since 2011, the City of Newburgh, along with its non-profit organizations and public-private partnerships has been successful in obtaining over \$14 million in Regional Economic Development Council (REDC) awards, including investments in arts and educational facilities, housing and mixed-use properties, public infrastructure, and planning. REDC-funded projects such as Mount Saint Mary College's campus revitalization, the stabilization and rehabilitation of the historic Ritz Theater, and planned \$4 million Performing Arts Academy for the Boys and Girls Club have been leveraged with other ongoing public and private investments to begin the transformation of the Newburgh. These investments include:

- The completed \$85 million expansion of SUNY Orange's campus and the ongoing \$4 million restoration of the Tower of Victory at Washington's Headquarters State Historic Site;
- Over \$7 million in New York State Office of the Attorney General mortgage settlement funding to the Newburgh Community Land Bank as a conduit for vacant property rehabilitation;
- Housing investments such as RUPCO's \$16.5 million East End Apartment development, creating 45 downtown residential units by the summer of 2018;
- Over \$3 million in recent private investment into Newburgh's emerging craft food and beverage sector via the establishment of production facilities by Newburgh Brewing Company, Graft Cider, and ECO Shrimp Garden; and
- The \$2 million redevelopment of an abandoned warehouse by Atlas Industries into a furniture manufacturing facility and rentable artist and makerspace.

The economic development committee has outlined a number of key priorities as it moves forward toward the completing the Comprehensive Plan. These include creating new strategies for attracting jobs, new businesses to Newburgh, connectivity and waterfront access, fostering a thriving arts and culture sector, property renovation and adaptive reuse in the CBD and waterfront, small business growth, and necessary infrastructure improvements. These priorities are described in greater detail in the Economic Development goals section of the Plan.

In addition to the working committee on Economic Development, other groups around Newburgh have contributed greatly to providing opportunities to enhance the social well-being and prosperity of residents. The Newburgh Armory Unity Center is a nonprofit organization focused on providing programs, activities, and events to engage and educate low income residents. Activities for children include a Saturday Morning Enrichment Program, the Armory Knights, Community of Newburgh Armory soccer, and educational programs in subjects including computer science, reading, STEM programs, nursing, coding, art, graphic design, and math. Programs for adults include basic computer skills, English as a second language classes, pick-up soccer and exercise classes.

Newburgh Today

Regional Context

The City of Newburgh is located on the western side of the Hudson River in Orange County, New York, approximately 70 miles north of New York City and 90 miles south of Albany. Newburgh is located in the Mid-Hudson region of New York State, which includes Ulster, Sullivan, Dutchess, Orange, Putnam, Westchester, and Rockland Counties. The Town of Newburgh borders the City to the north and west, and the Town of New Windsor lies to the south of the City of Newburgh.

As shown in Figure 1, Newburgh is surrounded by good access to the regional road network, including I-84 running east – west to the north of the City, and the north - south I-87 corridor in the Town of Newburgh to the west. Route 9W and Route 32 connect Newburgh to these regional highways. Broadway is the City's main east – west corridor, and connects Newburgh to Stewart Airport. . A ferry between Newburgh and Beacon connects the City to the Beacon train station and Metro-North's Hudson Line. The ferry runs during peak weekday hours. Public transportation to Newburgh is limited. The Port Jervis Line of the Metro-North railroad runs to the southwest of the City, but does not connect to Newburgh or surrounding transit hubs, such as Stewart Airport. The only public transit service to New York City is by Shortline Bus

Newburgh is part of the 150-mile Hudson Valley region, with historical, recreational, and cultural attractions for tourists and the regional community. Newburgh is known for its rich fabric of architecturally significant residential and commercial structures designed by some of the most prominent architects of the 19th century. The City's historic and cultural attractions include the Washington Headquarters, the Dutch Reformed Church, Downing Park, the Karpeles Manuscript Library Museum, and the Greater Newburgh Symphony Orchestra. The vibrant arts and music scene in the city includes jazz, chamber, and chorale music. Newburgh also has several significant local anchors of civic and institutional uses, including SUNY Orange, Mount Saint Mary College, and Empire State College.

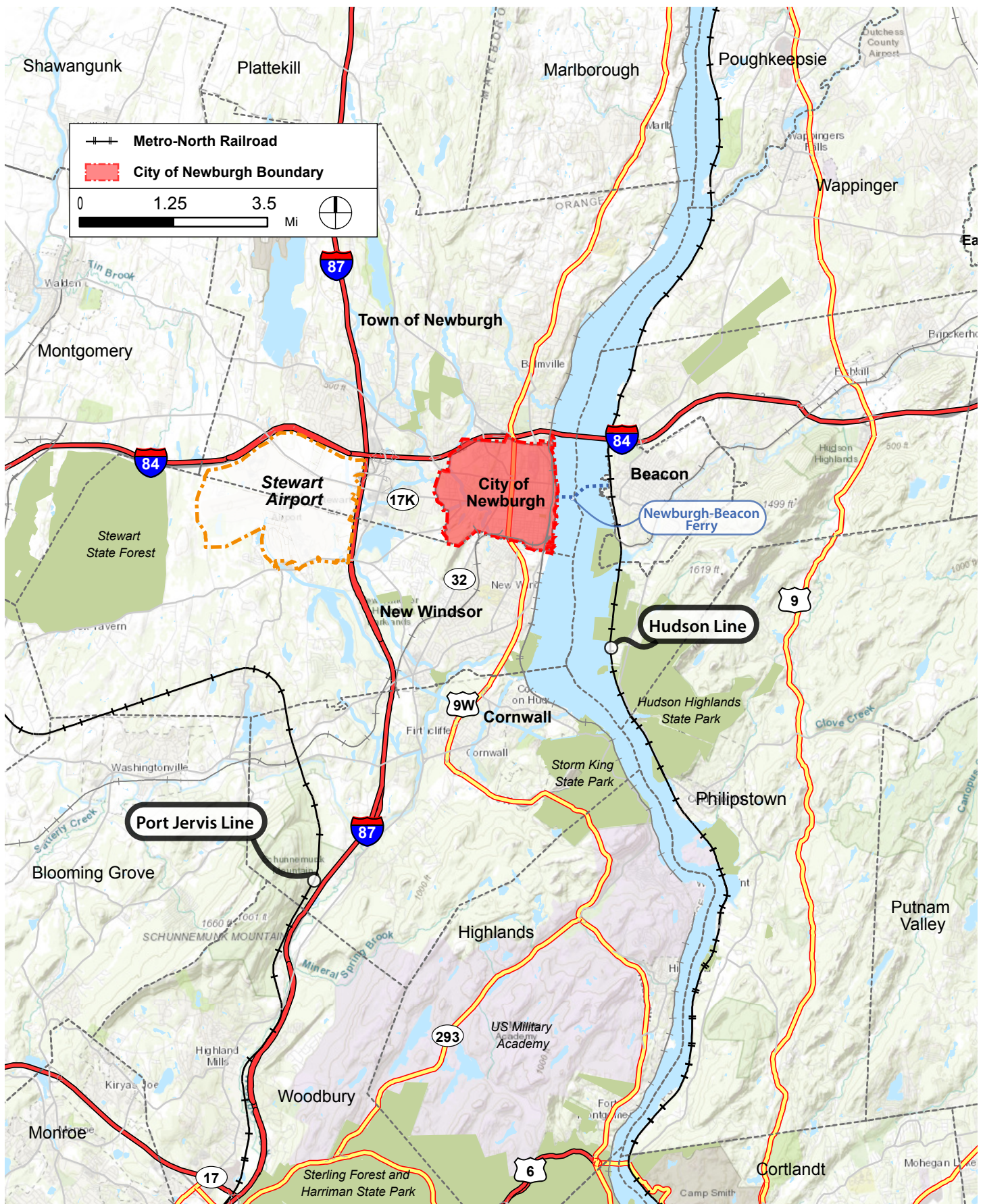


Figure 1: Regional Context

History

The City of Newburgh is on land once occupied by the Waoranek peoples of the Lenape tribe, and was first settled by German Lutherans in 1709. By 1750 the English and Scottish who had come to the area outnumbered the Germans, and gave their Parish the name Newburgh. Newburgh played a significant role during the Revolutionary War, serving as the Continental Army headquarters from 1782-1783. General George Washington resided in the Hasbrouck House on Kings Highway, now Liberty Street.

Newburgh was incorporated as a village in 1800 and as a city in 1865. The City's natural deep port enabled Newburgh to become a thriving shipping, transportation, and industrial hub, with industry cropping up along its shoreline during the 19th century. During this time, the growing economy and natural regional beauty resulted in a prosperous and growing city with flourishing art and architecture. This growth continued into the first half of the 20th century, but by the mid to late 20th century, the City's industrial base eroded. An urban renewal plan in the 1960s and 1970s led to the destruction of significant historic buildings in the City, including along its waterfront. The City entered a period of decline, and the population dipped to its lowest around 1980.

Historic preservation remains important in Newburgh today. The Historical Society of Newburgh Bay and the Highlands is located in the 1830 Captain David Crawford House, where it houses an extensive archive and collection of 19th century furnishings, decorative arts, paintings, and portraits.

Newburgh's downtown is dotted by a trail of prominent historical and cultural landmarks, which includes Washington's Headquarters, Thomas Edison's electrical power plant, Alsdorf Hall (a former stop on the Underground Railroad), Henry Wright's Colonial Terrace, Olmsted and Vaux's Downing Park, the former Orange County Courthouse, and the Dutch Reformed Church. The Dutch Reformed Church at 134 Grand Street was designated as a National Historic Landmark in 2001. Though it has fallen into disrepair, the building has tremendous potential for cultural redevelopment.

The trail highlights Newburgh's history, which includes the City's significance in the Revolutionary War, its Victorian architecture, and scenic location on the Hudson River.

Land Use

As shown in Table 1, residential uses account for over a third of Newburgh's total land area. The majority (57%) of these residential uses is as single-family homes. Broadway, Newburgh's main commercial street tends to split the City by land use. Most of the single family residences are located north of Broadway, while a significant amount of commercial and industrial uses are located south of Broadway. A large cluster of commercial and industrial uses can also be found in the area generally bounded by Wisner Avenue, Dupont Avenue, and Broadway. Historically, manufacturing uses in this area were located along Quassaick Creek. Mixed-use development, which accounts for just over 3% of the City's land use, is mostly found along Broadway.

Institutional uses account for 11% of the City's total land area. These uses include government facilities, churches, schools, colleges and hospitals and are characterized by their nonprofit status. The City's large percentage (14%) of vacant land represents a significant opportunity for revitalization. Some of the areas with several vacant parcels include: the West Med Tech Site, the Consolidated Iron site, parcels on

Broadway between Johnston Street and Lander Street, industrial parcels in the northwest portion of the City, and City-owned parcels along Water Street.

Parks, open space and recreation areas combined comprise approximately 11.6% of the City's land area. Most of the open space in Newburgh can be found along the Quassaick Creek and around Snake Hill, where steep slopes present challenges to development. Park and recreational uses include the City of Newburgh Recreation Center and Downing Park.

Residential (36%), vacant (14%), and institutional (11%) are the three largest land use categories. Commercial uses only account for approximately 7%, while industrial uses are 9.9% of the land area.

The high percentage of vacant and underutilized property in Newburgh represents an opportunity for renewal. There are currently eighteen redevelopment parcels and numerous city-owned properties located in the heart of the business district. The City is currently undertaking planning for redevelopment at the base of Broadway along the waterfront, where the Newburgh-Beacon ferry crosses the Hudson to Beacon's Metro-North station.

Table 1. Existing Land Use in the City of Newburgh

Land Use	Acres	% of Total
Single-Family Residential	421.96	20.7%
2-4 Family Residential	176.27	8.6%
5+ Family Residential	142.49	7.0%
Retail (i.e. store, restaurant, bar, barber shop, slaon, etc.)	56.49	2.8%
General Commercial (i.e. auto body shop, gas station)	31.43	1.5%
Office	70.15	3.4%
Mixed-use with Residential (i.e. residential building with ground floor retail)	10.92	0.5%
Mixed-Use with no Residential (i.e. offices with ground floor retail)	58.35	2.9%
Industrial (i.e. warehouse, factory, manufacturing plant, junk yard)	202.69	9.9%
Institutional (i.e. public buildings, educational facilities, churches, hospitals, cemeteries, libraries)	222.39	10.9%
Parks, Open Space, and Recreational Space	236.09	11.6%
Utility	95.09	4.7%
Vacant Land (no buildings)	286.36	14.0%
Parking	25.23	1.4%
Total	2035.91	100%

Source: Future Land Use Plan, 2011

Zoning

In 2015, the City adopted a progressive zoning code recognizing the dense urban character of the city with changes to uses, bulk, and parking requirements. The rewrite served to create a more streamlined process that could offer a clearer path to development, reduce fees, and minimize time navigating land use boards. The update also introduced four form-based districts to allow greater flexibility in uses while preserving the existing built-form of the City.

The City's zoning code is broken into three categories: four form-based districts, seven traditional zoning districts, and five overlay districts. Table 2 summarizes the existing zoning districts.

Table 2. Zoning

Form-based Districts
Broadway Corridor
Downtown Neighborhood
Waterfront Gateway
Planned Waterfront District
Traditional Zoning Districts
R-1 – Single-Family District
RL – Residential Low Density
RM – Residential Medium Density
RH – Residential High Density
CD - Commercial District
CDD - Conservation Development District
IND - Industrial District
Overlay Districts
WPO - Waterfront Protection Overlay
CTA - Colonial Terrace Architectural Design District
NC - Neighborhood Commercial Overlay
Commercial Overlay District
Historic District

Source: *Newburgh Zoning Code, 2018*

Newburgh's form-based districts include Broadway Corridor, Downtown Neighborhood, Waterfront Gateway and the Planner Waterfront District.

Broadway Corridor is mapped along Broadway, the City's main east-west corridor, between West and Grand Streets. The district is designed to promote a vibrant, pedestrian-oriented Broadway, to be a focus for focus new commercial development, and provide a mix of uses that serves residents and visitors.

The **Downtown Neighborhood** district is mapped north and south of Broadway in the eastern part of the City. The area is centered around the Liberty/Grand Street commercial/residential corridor. It is designed to promote the quality of the mixed use neighborhoods adjacent to Broadway.

The **Waterfront Gateway** district is mapped along Water Street and west up the largely undeveloped hill to Montgomery and Grand Streets. The form-based district serves as a transitional buffer from the waterfront to the Broadway Corridor and Downtown Neighborhood districts.

The **Planned Waterfront District** contains largely undeveloped parcels; the intent of this district is to maximize the commercial and residential density of potential new development.

The traditional zoning districts are intended to allow flexibility of land use to encourage development that is consistent with the character and scale of the City. Residential uses are allowed in five of the City's traditional zoning districts (R1, RL, RM, RH, and CDD). Institutional uses are allowed in all traditional districts except for R1. Commercial uses are predominant in the CD, with limited commercial development permitted in RL, RM, RH and ID. Industrial uses are permitted in the CD and ID, with some limited industrial categories allowed in RL, RM, RH, and CDD.

The five overlay districts provide additional context to encourage appropriate protections and development. Overlay districts do not change the use and requirements of underlying land use districts. In some cases, more than one overlay may apply.

The **Historic District** and **Colonial Terrace Architectural Design** District overlays were designed to assist the City in adhering to requirements as a Certified Local Government (CLG), and protect its significant historical assets in the eastern portion of the City.

The **Waterfront Protection Overlay** district was established to provide protection to the City's waterbodies. This district is mapped around all water resources, and is designed to prevent erosion, and preserve habitats and aquatic resources.

The **Neighborhood Commercial Overlay** district is mapped north and south of Broadway in the western portion of the City. This district's purpose is to create a gateway to the City in the westernmost part of Broadway by allowing multi-use buildings and target redevelopment.

The **Commercial Overlay** is mapped south of Broadway along Ann Street, Bridge Street, and S Lander Street, and north of Broadway off of Liberty Street and South Street, allowing commercial uses to coexist within residential neighborhoods.

City of Newburgh Zoning

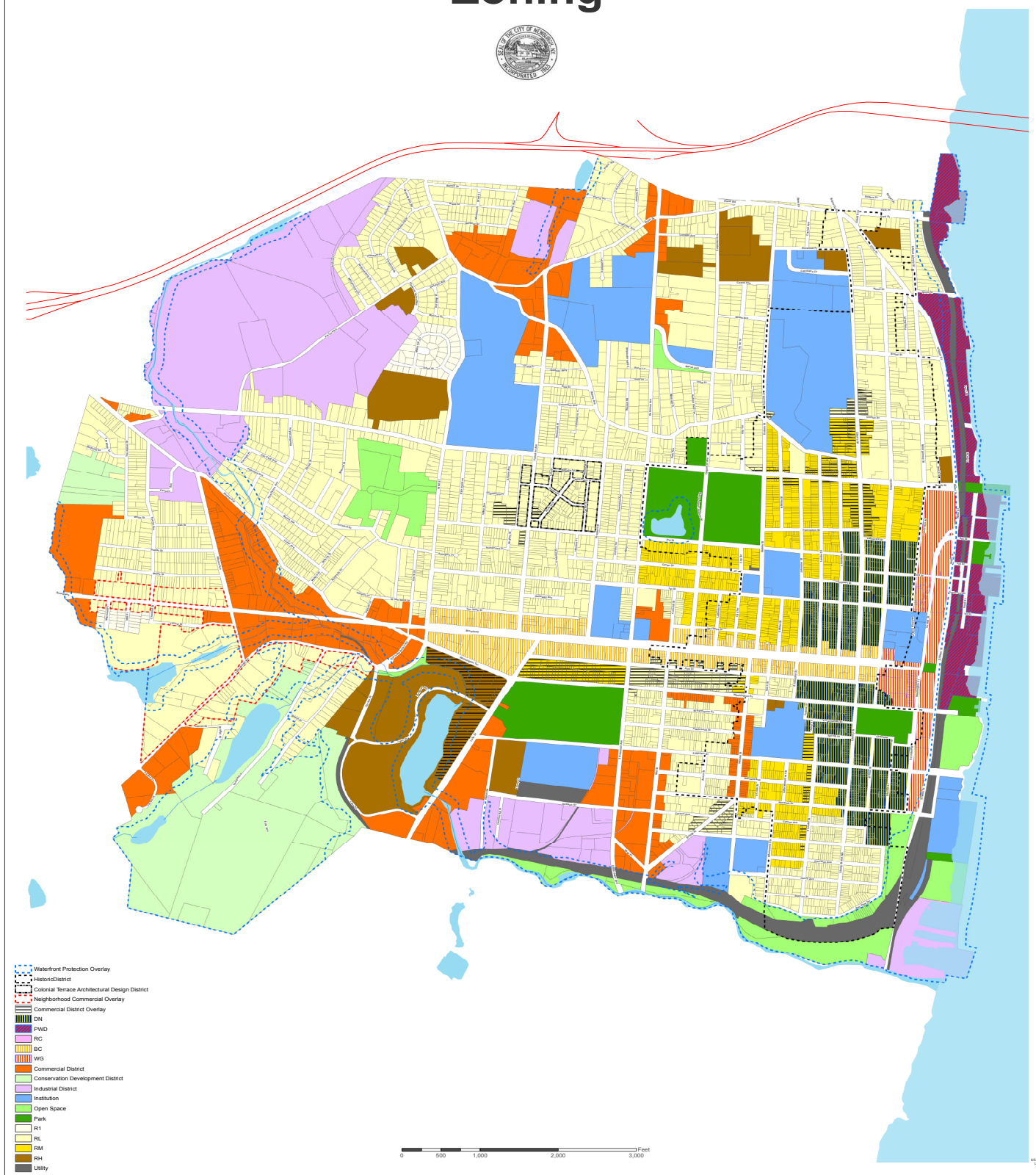


Figure 3: Zoning

Demographics and Housing Data

Newburgh is a diverse, densely populated city facing a number of challenges associated with lower income and greater incidences of crime than neighboring communities in the region. The City experienced population decline in the second half of the 20th century. Today, following moderate increases since 1980, Newburgh's population has reached 28,406. Newburgh is getting younger over time, and has a larger household size than the County median. However, many households are struggling economically. In 2016, median household income in Newburgh was \$33,469, less than half of the County's median income. Poverty affects nearly one third of the population in Newburgh; approximately half of children live below the poverty line. As a result of low median income, housing is a major cost for the vast majority of Newburgh residents. A high percentage, nearly 70%, of residents in Newburgh rent. Despite low median rent (\$1,094), more than 65% of the population of renters experiences housing cost burden. Home values in Newburgh are also lower than overall County values and lower than a comparable city, Middletown, also located in Orange County. In Newburgh, median home value was estimated at \$165,900 in 2016, approximately 64% of Orange County's median. The majority of homes in Newburgh (70%) are listed between \$100,000 and \$300,000.

There has been little new construction in Newburgh since population decline began after 1950. The majority (58.9%) Newburgh's housing stock was built before 1940, and less than 10% has been built since 1980. There is a diversity of housing unit types in Newburgh, with the largest proportion of units in 3-4 unit buildings (26%). Nearly a quarter of Newburgh's housing are single family detached units, and a similar percentage (22.3%) are in structures with two units. The City also has a large number of units in large multi-family dwellings - there are 1,313 units (11.7%) in buildings with 20 units or more in Newburgh.

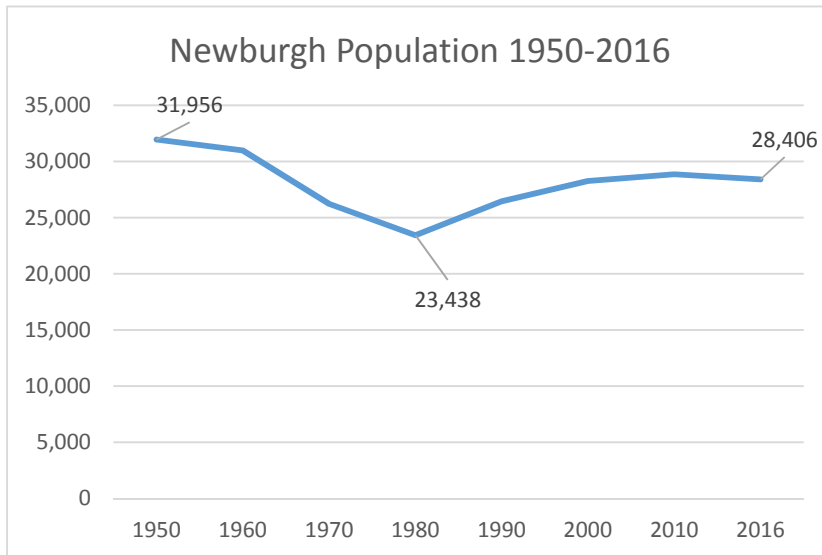
A notable shift in Newburgh in recent years has been the growth of the Hispanic population. The Hispanic population has grown from just over one third of the total in 2000 to one half of the population in 2016. This shift has also been reflected in Orange County and comparable regional cities, including Middletown, where growth of this population has accelerated at an even faster rate. However, the Hispanic population still made up a smaller percentage of the total in Middletown (38.8%) and a significantly lower percentage of the County-wide population (19.8%) in 2016. As the Hispanic population has grown in Newburgh, the black/African American population and white populations have both declined as a share of the total. Today Newburgh's population is 49.8% Hispanic, 25.4% black, and 20.3% white.

Today there is a tangible sense of change in the Newburgh community. Data available through the 2016 American Community Survey maintain that the City has experienced some positive social shifts. More residents over 25 years old in Newburgh had earned a high school degree in 2016 than in 2010 or 2000, and there is a higher percentage of students with post-secondary education plans graduating high school each year. The crime index has been decreasing since 2013. The incidence of violent crime has steadily declined since 2012. However, it is also apparent that economic decline has continued over the past decade or more. Income in real dollars has declined, the poverty rate has increased, vacancy rates have gone up, and the percentage of households burdened by housing costs has risen since 2010.

The Vision Plan must take into account the existing data, and recognize the potential role of the future Comprehensive Plan and other planning, policy, and supportive services and resources implemented by the City. While Newburgh may be in the midst of a potential shift in population, including the influx of professionals with higher educational attainment and income, future plans for the City should recognize the existing population's needs in order to prevent displacement.

Population Growth

- Newburgh's population count peaked in 1950 with 31,956 residents. Throughout the second half of the 20th century, the City's population has declined overall, reaching its lowest point in 1980 at 23,438 residents. Since then, Newburgh's population has grown, with a slight decline from 2010 to 2016 reflected in the American Community Survey estimate. However, according to the Newburgh Area Transit and Land Use Study, there is a modest increase to 29,472 expected by 2025.



Race and Ethnicity

People in Newburgh in 2016: A Snapshot

- **Total Population: 28,406**
 - **Population Density: 7,958 people per square mile**
 - **Largest Racial/Ethnic Groups:**
 - **Hispanic/Latino: 49.8%**
 - **Black/African American: 25.4%**
 - **White: 20.3%**
 - **Median Age: 28.2**
 - **Population Under 18: 33.7%**
 - **Population 65 and Over: 9.2%**
-
- The City of Newburgh is the most densely populated municipality in Orange County with 7,958 people per square mile and ranks 47th in New York State as of the Census Bureau July, 2017 estimates. Comparatively, Orange County has 441 people per square mile, Middletown has 5,722, and Port Jervis has 3,543 people per square mile.
 - Newburgh is a diverse city with a growing Hispanic population. In 2016 the population of Hispanic or Latino people was 49.8% of the total, up from 46.95% in 2010 and 36.3% in 2000. While the Hispanic population has grown regionally, Newburgh's Hispanic population represents a much

larger portion of the total when compared to Orange County, where the Hispanic population was only 19.4% of the total in 2016. In the same year, Middletown's Hispanic population was 38.8% of the total, the largest of any racial/ethnic group in that city. As the Hispanic population has grown as a portion of the total, there has been a decline in the White and Black or African American populations.

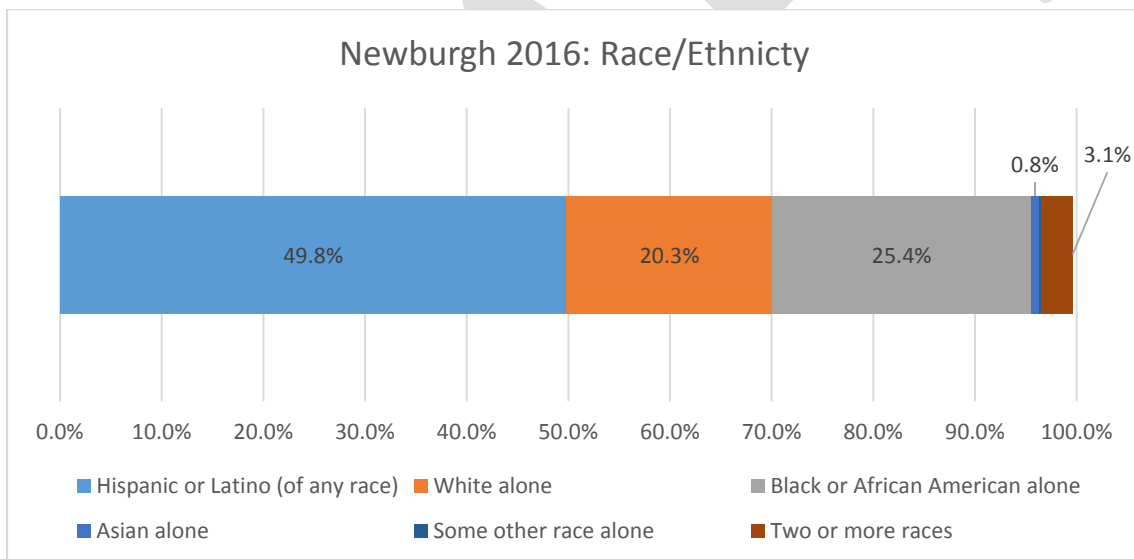
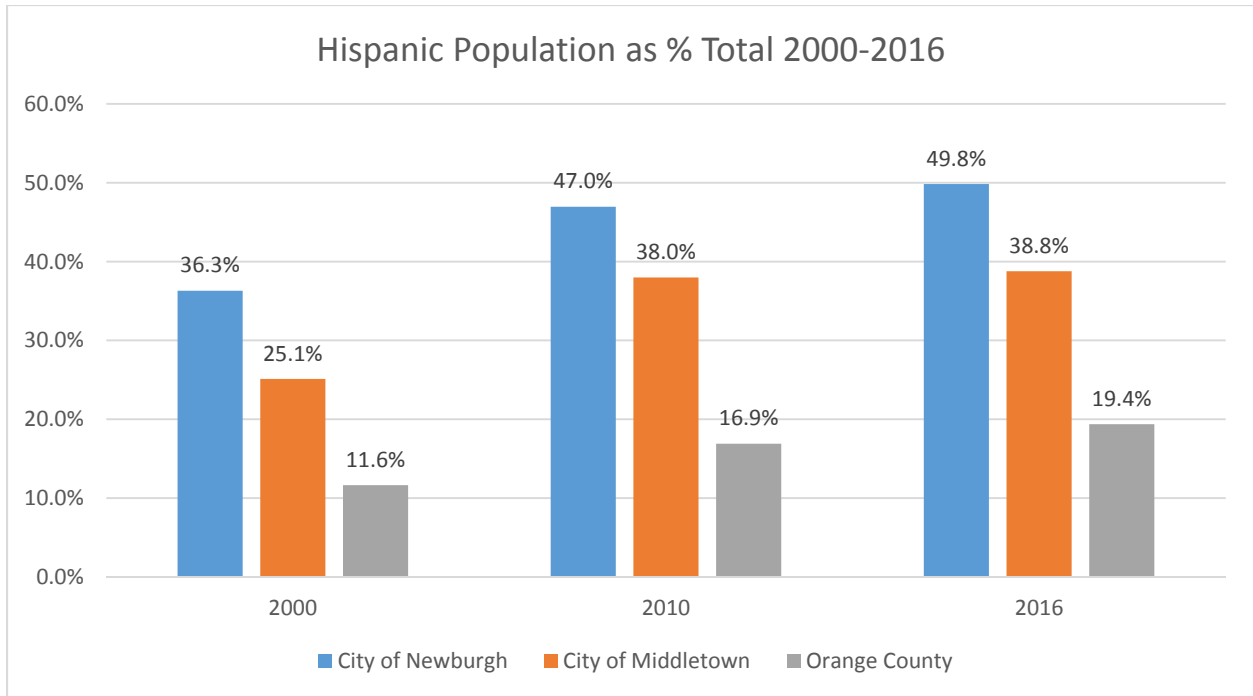
- In Newburgh, the Black/African American population was the second largest group at 25.4% of the total in 2016. This population has decreased over time, in 2000 the Black population was nearly one third (31.7%) of the total population of Newburgh, which declined to 28.4% of the total in 2010. Comparatively, in Middletown, the Black population has grown from 13.2% in 2000 to 15.7% in 2010, and 20.6% of the total population in 2016. Similarly, Orange County has experienced an increase in the black population from 7.5% of the total in 2000, to nearly 9% in 2010 and 9.43% of the total County wide population in 2016.

Newburgh: Population By Race

Population Change

	2000		2010		2016		2000-2010		2010-2016	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Total population	28,259	100%	29,001	100%	28,406	100%	742	2.6%	-595	-2.1%
Hispanic or Latino (of any race)	10,257	36.30%	13,616	46.95%	14,157	49.80%	3,359	11.9%	541	1.9%
White alone	7,969	28.20%	6,382	22.01%	5,757	20.30%	-1,587	-5.6%	-625	-2.2%
Black or African American alone	8,961	31.71%	8,236	28.40%	7,221	25.40%	-725	-2.6%	-1,015	-3.6%
American Indian and Alaska Native alone	80	0.28%	0	0.00%	110	0.40%	-80	-0.3%	110	0.4%
Asian alone	202	0.71%	165	0.57%	225	0.80%	-37	-0.1%	60	0.2%
Native Hawaiian and Other Pacific Islander alone	3	0.01%	0	0.00%	0	0.00%	-3	0.0%	0	0.0%
Some other race alone	42	0.15%	83	0.29%	54	0.20%	41	0.1%	-29	-0.1%
Two or more races	745	2.64%	519	1.79%	882	3.10%	-226	-0.8%	363	1.3%

Source: American Community Survey 5 – Year Estimates (2012-2016)



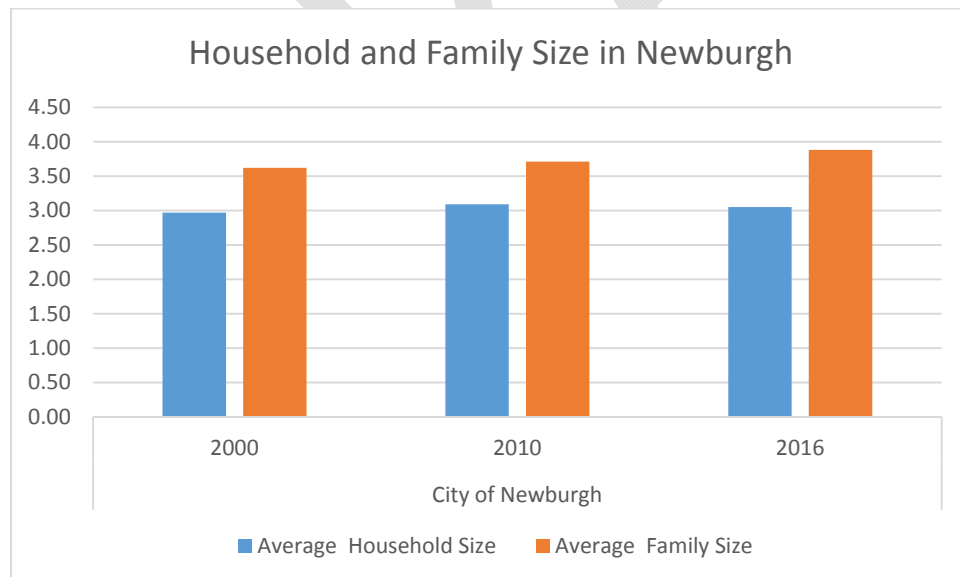
Households and Families

Age distribution

- The Newburgh population is considerably younger than Orange County, with a median age of 28 years in 2000 and 2010, and 28.2 years in 2016. The younger age in Newburgh is typically the case with large Hispanic populations. Median age in Orange County was 34.7 years in 2000, and has risen steadily to 36.2 in 2010 and 36.9 in 2016.
- The Under 18 age group comprises nearly one third of the population in Newburgh in both 2010 and 2016. County-wide, about one quarter of the population was Under 18 in 2010 and 2016.
- The portion of the Orange County population aged 65 and over grew from 10.6% in 2010 to 12.5% in 2016, while City of Newburgh senior population declined slightly from 8.7% in 2010 to 8.3% in 2016.

Newburgh Households in 2016: A Snapshot

- **Number of Households: 9,004**
- **Average Household Size: 3.05**
- **64% Family Households**
- **42% Female-Headed Households**
- **46% of Households with Children Under 18**
- **22% of Households with Seniors 65 and Over**



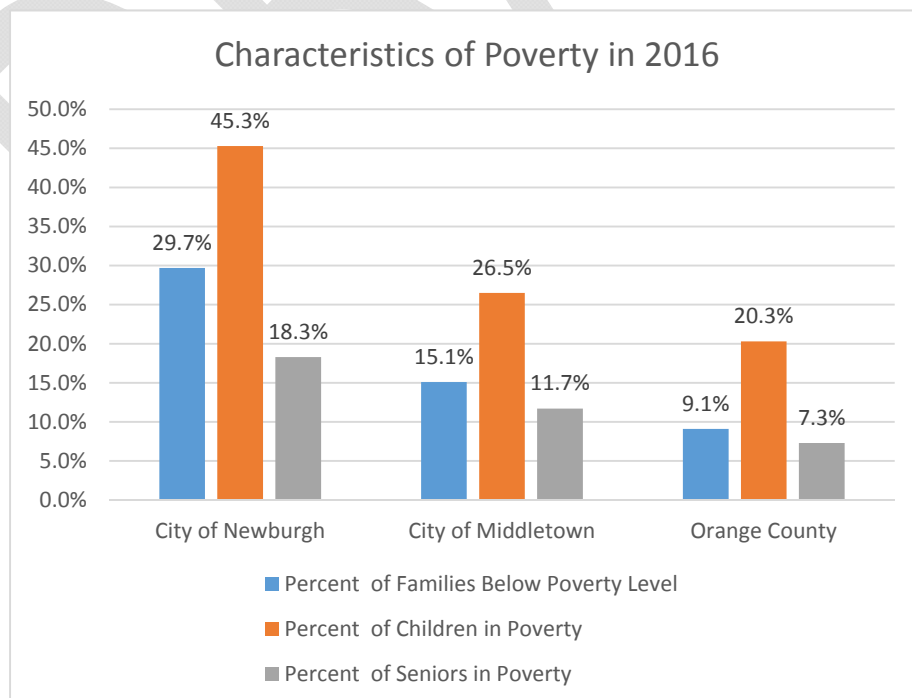
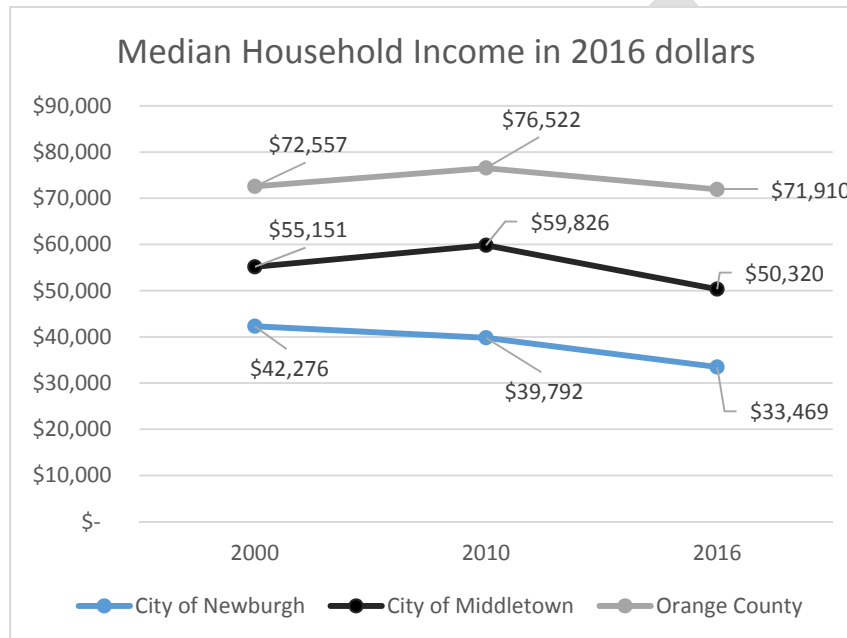
- In 2016 there were 9,004 households in Newburgh. The number of households has decreased - in 2000 Newburgh had 9,144 households, and 9,030 in 2010.

- Newburgh's average household size was higher than both Middletown and Orange County in 2000, 2010, and 2016. Household size in Newburgh increased from 2.97 in 2000 to 3.09 in 2010, with a slight decrease to 3.05 in 2016. Middletown's average household size experienced a similar trend, and Orange County's average household size remained the same from 2000-2010, followed by an increase in 2016.
- Average family size was also higher in Newburgh than Middletown and Orange County, and increased in all three geographies between 2000 and 2010 and in 2016.
- The American Community Survey reported 64% of households in Newburgh were family households in 2016, a slight decrease from 2000 and 2010 (66% were family households). Middletown has a similar proportion of family households, but the County-wide proportion of families was considerably higher at 71% in 2016, a decrease from 74% in 2000 and 73% in 2010.
- In 2016, 42% of Newburgh the 5,732 family households were female-headed. This proportion has fluctuated slightly, in 2000 38% were female headed, which dropped to 36% in 2010. This is a higher percentage than in Middletown and Orange County. Middletown had a much lower proportion with 26% female-headed families in 2016, a slight decrease from 27% in 2000 and 2010. The County-wide proportion of female-headed families is less than half the percentage in Newburgh with 15% female-headed families in 2000, 16% in 2010 and 17% in 2016. This characteristic is a widely used indicator of needs for child care, after school programs, and other services for single wage earner households with children.
- Newburgh has a high percentage of households with children under 18 – in 2010 and 2016, 46% of households included minors, up from 40% in 2000. In all three years, this measure was higher than Middletown and Orange County, where the proportion of households with children under 18 has steadily decreased from 2000-2016.
- The percentage of households with persons over the age of 65 was 22% in 2016. The proportion has been steady since 2000, similar to Middletown's. The higher County-wide proportion of 28 Percent in 2000, decreased to 23 Percent in 2010 and increased to 26 Percent in 2016 reflect, reflecting Orange County's growing older Median Age.

Income and Poverty

Income and Poverty in Newburgh in 2016: A Snapshot

- **Median Household Income: \$33,469**
- **Population Living Below the Poverty Line: 29.7%**
- **Population with Earnings: 77%**
- **Population on Public Assistance: 6.3%**

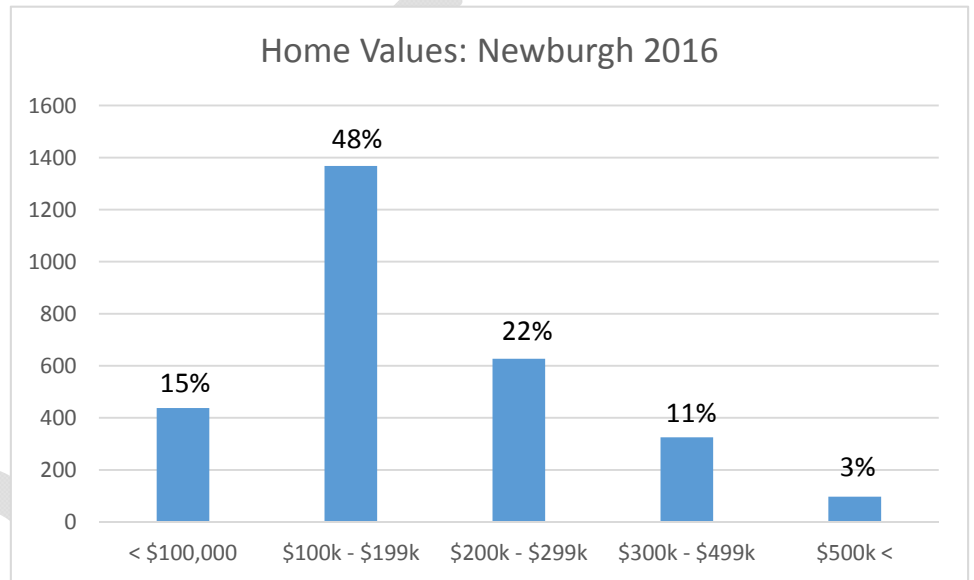


- Newburgh's median household income was \$33,469 in 2016, a decrease from 2000 (\$42,276) and 2010 (\$39,792). Orange County's median household income was more than double. In 2016 the County's median household income was \$71,910, down from \$76,522 in 2010 and \$72,557 in 2000. Middletown's median household income increased from \$55,151 in 2000 to \$59,826 in 2010, before decreasing significantly to \$50,320 in 2016.
- Median family income was higher than median household income in Newburgh, Middletown and the County. Median family income has decreased similar to median household income Newburgh.
- Nearly one third (29.7%) of families in Newburgh were below the poverty level in 2016. The percentage of families below the poverty level was 23% in 2000, which dipped slightly to 22% in 2010 before its rise in 2016. Newburgh's poverty level was more than three times as high as Orange County's percentage of families below the poverty level in 2016 (9.1%). In the same year Middletown's percentage of families below the poverty level was higher than the County's, but still approximately half of Newburgh's (15.1%). Children in poverty are a particularly high portion of the population. In 2016, nearly half of the children in Newburgh (45.3%) were living in poverty. Comparatively, the percentage of seniors in poverty in 2016 was relatively low (18.3%) in Newburgh.
- The percentage of households with earnings has followed an inverse pattern. In 2016, 74.8% of households in Newburgh had earnings, down from 77% in 2010, which was a slight increase from 2000 (76.5%). The percentage of households with earnings in Newburgh has been lower, but more comparable to Middletown and the County. In 2016, Middletown's population with earnings was 77.4% and the County's was 80.6%.
- In 2016 6.3% of Newburgh's population received public assistance, and 26.2% received Social Security. Both of these percentages have decreased since 2000. Newburgh has a higher percentage of the population receiving social assistance than the county as a whole (2.3% in 2016) and the City of Middletown (4.3%). The percentage of the population receiving social assistance has also decreased in both Middletown and Orange Count since 2000.

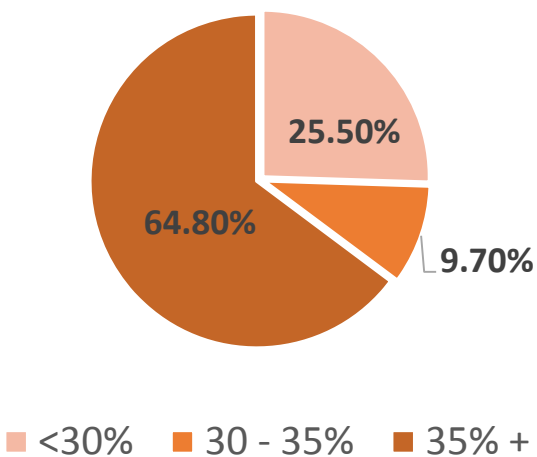
Housing

Newburgh Housing in 2016: A Snapshot

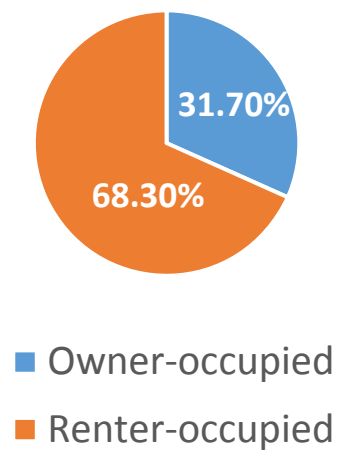
- **Total Housing Units: 11,249**
- **Occupied housing units: 80%**
- **Vacant housing units: 20%**
- **Total owner-occupied units: 2,855**
- **Median home value: \$165,900**
- **70% of homes are in the \$100,000-\$300,000 range**
- **Total occupied units paying rent: 5,669**
- **Median rent: \$1,094**
- **65% of renters are housing cost burdened (spend 35% or more of household income on rent)**



**Renters' Housing Cost Burden:
Newburgh 2016**



**Newburgh's Housing
Occupancy, 2016**



City of Newburgh
Vision Plan

- Approximately 75% of the 11,249 housing units in Newburgh are in structures with 2 to 4 units, including 820 single family attached dwellings. There are 1,313 units in structures with 20 units or more and most (26%) are in 3 to 4 unit structures.
- Most of the housing (58.9%) in City of Newburgh was built before 1940. The relatively large number of units (1,434 or 12.7 percent) built during the 1950s is reflective of the “Baby Boom” (1945-1964) and in the 1970’s when 1,106 or 9.8 percent of the units were built. However, during each decade since 1980 there were fewer than 330 units built.
- Nearly 70% of the 9,004 occupied units are renter-occupied. The rental unit vacancy rate is about 10%. Median gross rent is \$1,094.
- Median value of a home in Newburgh is \$165,900, with 70% of the homes in the \$100,000 to \$300,000 range. County- wide, the median value of a home is \$258,700. The vacancy homeowner vacancy rate is 8.5% in Newburgh.
- Housing is considered affordable if a household spends less than 35 percent of monthly income on housing costs. Despite the relatively low cost of housing in Newburgh, many residents are burdened by housing costs. Nearly two thirds (64.8%) of renters spend more than 35% of income on rent. Nearly 40% of owners with a mortgage are housing cost-burdened, while 29.3% of owners with mortgage pay more than 35% of income to housing cost.

Education

Educational Attainment in Newburgh in 2016:

- **Population 25+ with:**
 - **High School Degree: 37.1%**
 - **Associate’s Degree: 6.5%**
 - **Bachelor’s Degree: 7%**
 - **Graduate Degree: 4.8%**
- **High School Graduation Rate: 70%**
- **Students with Post-Secondary Education Plans:**
 - **4 Year College: 35%**
 - **2 Year College: 43%**

Educational Attainment

- Educational attainment has been increasing in Newburgh’s population of adults 25 and older since 2000. In 2016, 37.1% of those 25 and older had a high school degree, up from 35.9% in 2010 and 32% in 2000. Those with advanced degrees, including Associate’s degree, Bachelor’s degree, and graduate degrees, were a lower percentage of the population 25 and older in Newburgh than in Middletown and Orange County. Newburgh’s proportion of adults 25 and older with an Associate’s degree has increased from 5% in 2000 to 5.2% in 2010 and 6.5% in 2016. The

population with a Bachelor's degree has remained between 7% and 8%, and those with a graduate degree has remained just below 5% in 2000, 2010, and 2016.

- Orange County's population with a Bachelor's degree has remained about twice as high as Newburgh's, and has steadily increased, with 13% in 2000, 15.9% in 2010 and 16.6% in 2016. Middletown's population with a Bachelor's degree was higher, and has also increased from 9% in 2000, to 10.5% in 2010, reaching 11.3% in 2016.
- Similarly, while Newburgh's percentage of the population 25 and older with graduate degrees has stagnated, there has been a steady increase at the County level. Those with graduate degrees remained at 4.8% from 2000 to 2016 in Newburgh, while the County-wide percentage was double in 2000 at 9.4% and triple in 2010 and 2016 at 11.7% and 12.1%, respectively. In Middletown, the proportion of those with graduate degrees was higher than Newburgh at 7.7% 2000, with a slight decline to 6.5% in 2010 and 6.9% in 2016.
- In Newburgh, the correlation between education and income is evident. The largest proportion, approximately one third, of those in poverty aged 25 and older had not finished high school in both 2010 and 2016. Reflecting the overall trend of increasing populations in poverty in Newburgh, the proportion of high school graduates in poverty increased from 17.8% to 26.6% between 2010 and 2016. Those with an Associate's degree or some college increased from 14.3% in 2010 to 22.6% in 2016. The percentage of the population 25 and older in poverty with a Bachelor's degree or higher decreased from 7.3% in 2010 to 6.4% in 2016.
- The proportions of high school graduates and those with some college in poverty also increased between 2010 and 2016 in both City of Middletown and Orange County. Given the age cohort is 25 years and over, with no upper age limit, the increases in the high school graduates and those with some college may be due to lower wage earners reaching retirement with no pension and minimal savings.
- The difference that education makes in income is not significant in City of Newburgh until a Bachelor's degree is earned. The median income for people with a Bachelor's Degree is at least as much as the County-wide and the City of Middletown median income. However, with some college or an Associate's degree, median income is somewhat higher than the Newburgh median income.

Crime

Crime in Newburgh in 2016: A Snapshot

- **Crime Index: 618.9 (Crimes per 1,000 residents)**
 - **Change from Peak Crime Index (2013): -16%**
 - **Violent Crime Rate: 403 (crimes per 1,000 residents)**
 - **Property Crime Rate: 885 (crimes per 1,000 residents)**
- One of the most serious side effects of high unemployment and poverty is crime. Newburgh's crime rate remains among the highest in the country. The crime index has been decreasing since 2013 but at 618.9 is considerably higher than the national average of 280.5.
 - The incidence of violent crime has steadily declined since 2012 when it was the highest after rising each year since 2008.
 - After rising nearly every year between 2005 and 2011, total property crime began to decline. Since 2011 it has declined from 1,243 to 885 in 2016.

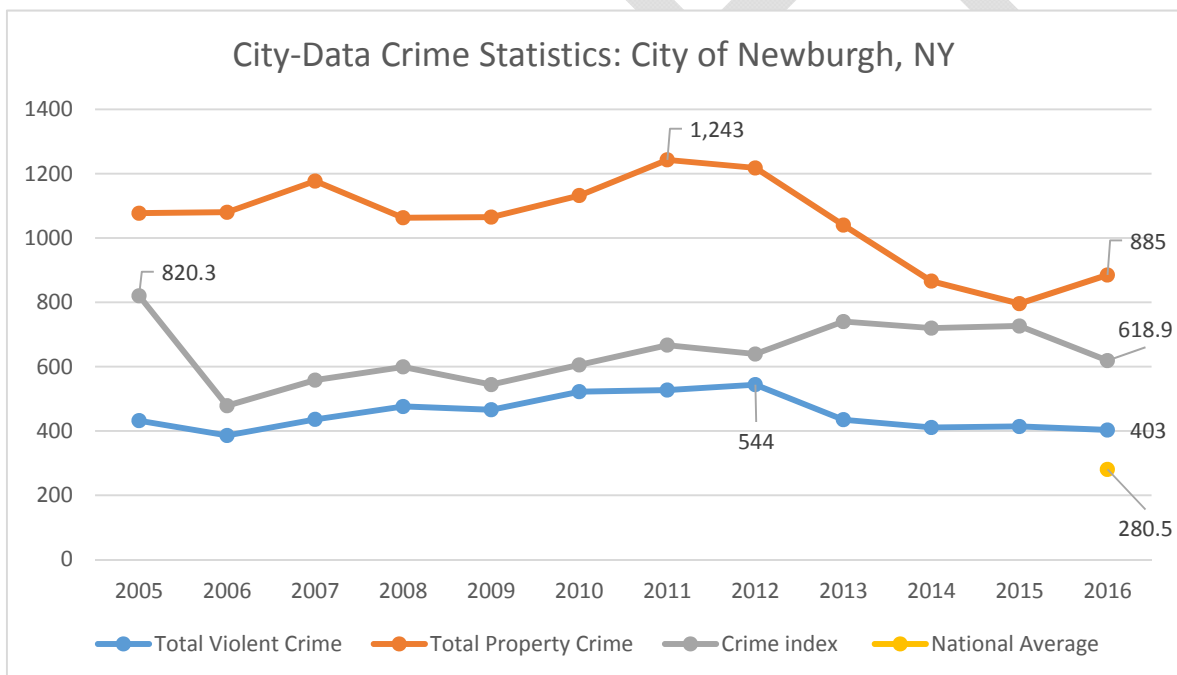


Table 1-1 4: Crime Statistics in City of Newburgh, 2005 -2016

	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
Murder/ Non-Negligent Manslaughter	3	1	2	7	4	11	4	5	5	1	4	6
Rape	12	16	14	13	8	7	11	19	21	14	19	22
Robbery	174	134	131	162	187	195	254	214	150	124	129	125
Aggravated assault	243	235	289	294	267	309	258	306	259	272	262	250
Total Violent Crime	432	386	436	476	466	522	527	544	435	411	414	403
Burglary	294	264	317	333	316	342	401	342	304	230	211	206
Theft	707	750	791	640	661	724	782	814	673	577	542	626
Vehicle Theft	76	66	69	90	88	66	60	62	63	59	43	53
Total Property Crime	1,077	1,080	1,177	1,063	1,065	1,132	1,243	1,218	1,040	866	796	885
Arson	N/A	14	N/A	N/A	10	14	10	9	15	11	12	9
City-data.com crime index (U.S. average = 280.5)	820.3	478.6	558.3	599.3	544.2	605.4	666.8	639.4	740.3	719.9	726.4	618.9

Source: FBI Crime Data on City-data.com

Issues and Opportunities

Newburgh, once a prosperous City, has experienced a period of decline over the past several decades. Nevertheless, there are significant assets that the City can build upon. Newburgh is well-located, enjoying three miles of Hudson River waterfront, and is almost equidistant between New York City and Albany. The City is across the Hudson from Beacon, where home values, investment in the community, and new development have risen in the past ten years. Newburgh is just a few miles directly east of Stewart Airport, a growing hub for air travel thanks to a recent change of ownership and increased State funding.

However, Newburgh faces a number of issues that present potential obstacles to the City's growth and development. The City faces a difficult economic situation: crime rates in Newburgh are high, median income is low, housing burden is high, and the existing tax structure disproportionately levies residential properties as a result of high vacancy rates and few commercial establishments on the tax rolls. There are ongoing infrastructure and environmental issues that must be addressed, including water quality, street maintenance, enhancements to the Hudson River waterfront, and cleanup of former brownfield sites.

In order to restore Newburgh to its historic prominence in the region, the City must find a balance between attracting new investment and preserving affordability. Newburgh should pursue a thoughtful approach to development that advances the needs of existing residents, including the need to place more properties, particularly non-residential ones, on the tax rolls to reduce the tax burden of homeowners, and increase the City's capital budget.

Vision and Goals

Taking into account the existing conditions, the Vision and Goals section has been developed over the course of the planning process through public input at workshops, the public survey, and focus group meetings. Taken together, this feedback served to define a vision for Newburgh's future. This process also contributed to developing goals for each theme. The goals are intended to serve as a road map for the comprehensive plan, where recommendations and action items can be developed to help the City achieve them. The purpose of the vision and goals is to direct future planning by outlining the objectives reflected through the Vision Plan process.



Vision Statement

Newburgh will be known for engaging with its residents to generate creative ideas to rebrand the City as a forward-thinking, equitable, and sustainable place.

Newburgh will mindfully leverage its regional location, natural assets, and historic beauty to improve the quality of life for residents through opportunities to create and invest in the city.

Newburgh's existing diverse community will continue to enhance and energize the City's forward momentum, to ensure renewal brings progress, inclusiveness, stability, and hope for all residents.

Vision Plan Priorities

The Vision Plan has identified six priorities that should be the primary focus for future comprehensive planning and implementation:

1. Advocate for the continued expansion of Stewart Airport.
2. Work with Orange County to improve bus service in Newburgh.
3. Prioritize road maintenance and improve sidewalk conditions.
4. Promote private investment, by encouraging development of the waterfront as advocated in previous plans.
5. Preserve affordable housing by creating opportunities to improve existing housing stock and promote homeownership by existing residents.
6. Improve sustainability, water quality, and access to open space for Newburgh residents.

Goals

Social Well-Being

Themes under the umbrella of social well-being include public health, safety, education, recreation, arts, history, culture, and other resources that contribute to a high quality of life for residents. Social well-being is the foundation of a community with economic mobility, where residents' needs are met and there are opportunities to grow and develop.

Public health and safety are vital components to a stable and prosperous community. Newburgh currently suffers from high rates of crime and poverty. The City can promote social well-being through strategies to lower crime, rehabilitate formerly incarcerated individuals, aid with access to preventative care, and encourage development patterns that meet citizen's needs and enhance wellness through the built environment. Future recommendations should identify ways to create a safe environment where young residents feel connected to their community. Emphasis should be placed on the development of youth, from early childhood through adolescence and young adulthood by enhancing local education, afterschool programs, skills-development, and job-training.

The city should also work with partners to come up with creative approaches to attract opportunities for residents. As entrepreneurship, home business, and remote employment become more popular, Newburgh should support new technology and skill building programs. The approach to job creation and training should include a variety of prospects to meet the needs of existing residents and provide opportunities that will draw new investment. Seeking public-private partnerships with local organizations, and engaging with the growing community of artists will be key to creating new opportunities, attracting new residents and businesses, and raising the quality of life.

Social well-being is tied to many other issues discussed in greater detail in other themes of the plan, including economic development and transportation. Education, job-training, availability of jobs, and transportation from home to work are key components to improving economic mobility in Newburgh.

The Social Well-Being goals are listed below:

1. Reduce poverty and increase economic mobility by improving access to transit, jobs, and educational opportunities.
2. Provide community facilities and resources for older adults, people with disabilities, and young people to encourage an active lifestyle.
3. Ensure that the Newburgh Enlarged School District thrives in order to support the next generation of Newburgh residents.



4. Partner with local educational institutions and nonprofits to create job skills training programs, providing residents with tools to find work in new markets, including building trades, film/tourism, and technology.
5. Ensure that Newburgh is a safe community with an effective rehabilitation system for formerly incarcerated people.
6. Support and publicize opportunities in the arts and the city's architectural heritage to promote cultural tourism, economic development, and image building.
7. Create a clean community through a well-organized and publicized litter and waste removal effort, including sustainability initiatives such as composting, recycling, and alternative energy.

The City must find new funding mechanisms to achieve the goals of the social well-being theme. Grant applications, partnerships, and greater recognition and publicity of existing programs will be key in creating recommendations that will have a lasting impact on the City. Social well-being is fundamental to the strength of the City, and the economic prosperity of residents. In order to bolster the quality of life in Newburgh, the City must work with local and neighboring stakeholders, and connect with County, State, and federal resources to make Newburgh an attractive place to live, work, and raise a family.

Governance

It is critical to ensure that local government is run effectively and with consistent and representative input from the community. This topic area addresses ways the City can become more accessible and responsive to the community. An important component of successful governance is connection to civic organizations, and cooperation within existing institutions toward achieving shared goals.

Newburgh is governed by a City Charter, which defines a structure that includes a City Council and a City Manager. The City Council is comprised of four elected Council Members and a Mayor, who serves as a spokesperson for the City Council. The Council is responsible for making legislative, policy, and budgetary decisions. The City Manager is appointed by the Council to head the executive branch and oversee all City departments, agencies, and operations. The City Manager is responsible for implementation of policies and programs adopted by the City Council. Boards and commissions are appointed by the City Council and the City Manager, to be comprised of volunteer residents or local workers. All appointed and elected City officials are responsible for creating an environment where residents can prosper, and for executing the vision of the community. It is critical that the City maximize its effectiveness by improving voter turnout, engaging with residents, and ensuring that all are involved in decisions that affect them.



Community engagement, accountability, and representation are important components of the Governance theme. Building trust within the community through greater transparency, enforcement, and accountability will be vital to sustaining a successful community.

The Governance goals are listed below:

1. Partner with local community organizations to identify new ways to reach residents and encourage civic engagement.
2. Identify new channels for the City to inform residents of opportunities to provide input in local decision-making processes so that residents can communicate their needs and voters are more engaged in local elections.
3. Create a unified communication plan that connects City agencies and departments with civic organizations and nonprofit groups to maximize Newburgh's ability to apply for grant funding opportunities and address capacity issues.
4. Create clear measures for accountability of local officials to ensure government remains open, responsive, and effective.
5. Ensure that local officials recognize the fundamental need for healthy economic growth, including an increased tax base, to create a more balanced tax system for residents.

Moving forward, implementation should center on forging strong partnerships within the community. Residents, local businesses, institutions, and organizations should all be partners in advancing favorable recommendations. Disseminating information in a way that reaches the disparate groups within the City, and in a way that is accessible to all, will be instrumental to the success of future planning endeavors. Using online platforms can be part of an innovative strategy to reach and include more residents. The City should be invested in serving the interests of its residents, and foster open communication with community groups and local leaders. Additionally, as the City moves forward creating and implementing recommendations, the focus should remain free of conflicts of interests, ensure transparency, and support the needs of taxpayers.

Housing

Newburgh offers a variety of housing types, with a fairly even distribution of single family and multifamily units. Much of the existing housing stock was constructed prior to 1940, some of which has been maintained or restored, and benefitted from its historic qualities. In other cases, older units have fallen into disrepair. The condition of housing infrastructure and high vacancy rate are challenges in the city. Housing in Newburgh is relatively inexpensive compared to the County and comparable cities. However, as a result of low median incomes, many Newburgh residents are burdened by the cost of housing. Providing safe housing along a continuum of affordability for people at a variety of income



levels in Newburgh is an important component of ensuring economic stability. Simultaneously, adopting a strategy to energize sales of market rate units can bring greater balance to the housing market.

A major objective of Newburgh residents today is increasing homeownership in the city. As noted in the existing conditions section, nearly 70% of Newburgh residents rent. Purchasing a home could provide greater financial stability and other associated benefits. However, first time homeowners face barriers including high property taxes, lack of credit history, and lack of financing options in the case of lower income earners. The city should encourage local organizations to provide direction and assistance to people seeking housing. Programs that identify available housing in need of maintenance or upgrades, in coordination with programs or mentorships that teach residents how to purchase and maintain property.

Housing is a major expense for the majority of Newburgh residents. Newburgh's median income is low and many residents live in poverty. The provision of affordable, safe, and accessible housing will be a key component to improving the economic prospects of this population. The City must work together with organizations dedicated to providing, improving, and retaining existing affordable housing. The current stock of underutilized and vacant housing present an opportunity to meet demand for housing on a continuum of affordability.

Currently tax rates for homeowners are high in Newburgh, making it difficult for some to remain in their homes and invest in their property. In 2018, real property tax rates were approximately \$19.6 per \$1,000 assessed value for City Homestead; \$26.4 per \$1,000 for Non Homestead, and \$3.8 per \$1,000 assessed value for the County. Most properties fall under the Homestead rate, which includes one, two and three family homes, as well as vacant residential properties. The high tax burden to homeowners is driven by vacant commercial and residential properties, and the many non-tax generating properties in the City. Along with bringing new business to Newburgh, increasing the number of homeowners will naturally shift the tax burden to the benefit of all residents. This must occur in coordination with economic development efforts to bring new business, industry, and improved infrastructure to the city.

The Housing goals are listed below:

1. Identify strategies to increase investment while avoiding displacement in Newburgh to improve quality of life for existing residents.
2. Establish a supportive committee to coordinate, facilitate, and advocate for safe and accessible housing for tenants, homeowners, and potential new residents.
3. Focus on the environmentally safe rehabilitation of the existing housing stock, with mixed uses where appropriate, to increase the full spectrum of housing options from shelters to owner occupied units.
4. Increase homeownership by existing residents by partnering with local lending institutions, providing educational programs, and exploring other incentive programs.
5. Streamline the approvals process for new development, with a focus on the waterfront, Broadway, and adjacent neighborhoods.
6. Identify strategies to maintain affordability for existing residents, such as inclusionary zoning, rent stabilization, and improved relationships with landlords.
7. Record characteristics of the existing housing stock to identify gaps in affordability, quality, and accessibility to transit.
8. Improve livability by encouraging housing that promotes density, walkability, accessibility, and an active, engaged lifestyle for residents.

Engaging with partners such as nonprofit organizations, local lending institutions, housing advocates, and developers will help the City develop policy and access to programs that will improve the housing situation in Newburgh. The City should work with landlords through code enforcement and other means to ensure that properties are safe and well-maintained, and seek to support residents who are rehabilitating their properties. Making it easier for owner-occupants to purchase property will help bring new residents to Newburgh and help existing residents increase prosperity and stability, two major objectives of revitalization of the City. There should be a focus on rehabilitating the existing housing stock, and helping current renters become homeowners. Simultaneously, Newburgh should seek new investment, and identify land that will be most suitable to fill the needs on a continuum of housing types and levels of affordability.

Natural Environment

Protection of the Hudson River, access to open space, and improvement of the water supply are among the most significant issues facing Newburgh. The Hudson River is a defining feature of Newburgh's landscape. While its waterfront presents an opportunity for revitalization, new investment, and industry, environmental concerns must be addressed. The City must pursue strategies to improve water quality, and consider environmentally sustainable development of the waterfront. Any new development needs to take into account future impacts on the Hudson, including sea level rise and runoff from impervious surface coverage. Newburgh's waterfront is a valuable resource that must be protected and enhanced for public use. Improving public access to the waterfront is one important component of enhancing the natural environment and improving the network of open space in Newburgh.



Newburgh residents should have easy and equitable access to open space. Open space, including parks, trails, recreation areas, and green space, should be within a ten minute walking radius from each resident's home. Landscaping, greenery, and the removal of litter will improve the aesthetics and sense of place in Newburgh neighborhoods. Landscaping and reduced coverage of impervious surface should be considered with all new development, redevelopment, and rehabilitation of the built environment in Newburgh. Municipal services should prioritize the well-being of the natural environment by creating user-friendly recycling, composting, and bulk pick-up systems.

An important environmental concern in Newburgh is the quality of water systems. In May 2016, Washington Lake, the primary source for Newburgh's watershed, was closed as a result of high levels of the toxic chemical perfluorooctane sulfonate (PFOS). Contamination with PFOS has been linked to the use of firefighting foams at Stewart Air Base during in the 1990s. Stewart Airport was designated a state Superfund site in August of 2016, and the State has spent over \$25 million in response to contamination

in Newburgh. The City has been reimbursed for its purchase of New York City water, and a new filtration system intended to eliminate PFOS has allowed Newburgh to reopen Washington Lake.¹ The City should continue to monitor and eliminate contaminants to its water supply and water bodies.

The Natural Environment goals are listed below:

1. Protect Newburgh's water supply and watershed, and eliminate PFOS, PFAS, and other toxic chemicals from the local water systems.
2. Highlight the significance of the Hudson River as a defining feature of Newburgh's landscape and an important resource for future economic and environmental health by improving water quality, and mitigating the effects of storm surges and sea level rise.
3. Create equitable connections between neighborhoods and green space, ensuring that all residents have a maximum 10-minute walk to open space areas.
4. Redevelop brownfields in order to reduce environmental contamination, increase investment, and expand the tax base.
5. Recognize the importance of environmental preservation, sustainability, and outdoor recreation, and links to quality of life, future development, and growth.
6. Work with surrounding municipalities to limit light and noise pollution and ensure proper management of regional resources, including air quality, drinking water, energy, and land.
7. Provide opportunities for urban farming and improved access to local agriculture to limit the environmental impact of food production and improve public health.

Part of the vision for Newburgh is to pursue sustainable development. Economic development and improving the quality of life for residents are key objectives for the City, but these must be balanced with respect for the natural environment. The location of open space, provision of greenery and landscaping, removal of waste, and improved air quality and drinking water are challenges the City should address in the upcoming comprehensive plan. In moving forward with the comprehensive plan, the City should continue to work with Scenic Hudson to undertake an open space plan and account for future green space and recreational needs. These stakeholders can further the goals of the natural environment topic area by crafting and implementing recommendations that direct the conservation of the natural environment and thoughtful development to enhance Newburgh and improve residents' well-being and prosperity.

¹ <http://www.recordonline.com/news/20171023/newburgh-prepares-to-sue-over-pfos-water-contamination>;
<https://www.health.ny.gov/environmental/investigations/newburgh/index.htm>;
<https://www.riverkeeper.org/blogs/docket/nine-months-later-pfos-pollution-stewart-air-national-guard-base-continues-unabated/>

Economic Development

There is an acute need for economic development in Newburgh. A key part of the vision for Newburgh is a focus on spurring investment and identifying ways to attract new businesses and residents to contribute to the City's tax base. The City should pursue strategies to create a business friendly environment that will enliven downtown areas, bring new investment, and create a sense of place. There is a need for job creation, training, and new industry in Newburgh. The City should seek opportunities to foster creative business and attract industry that will hire local workers of varying skill and education levels. Basic infrastructure needs, aesthetic improvements, upkeep of the built environment are important considerations for revitalization.



Newburgh must leverage its unique characteristics to create opportunities and attract new investment. Stewart Airport, located approximately ten miles west of the city, has expanded to begin including commercial flights to Europe. Newburgh can benefit from Stewart Airport's expansion through new job creation, improved regional transportation links, and greater interest in regional tourism. As the State shows interest in expanding regional airports, and commercial carriers expand operations, the City should advocate for continued investment in the airport and a role for Newburgh residents. Newburgh should advocate for local hiring practices, and transportation connections to facilitate links between the city and the airport, as well as expansion of regional access to the airport by rail and bus. Newburgh's location on the Hudson River, with ferry access to Beacon, historic architecture, and connections to the local art scene, offer a variety of attractions as a tourist destination. Hotels, services, restaurants, and well publicized attractions will make Newburgh an attractive destination. Newburgh should build its reputation as a destination for tourism as the City advocates for new connections to the region with the expansion of the airport, rail, and bus systems.

In addition to its untapped potential as a destination and proximity to Stewart Airport, Newburgh's location on the Hudson River is an opportunity to generate economic development. Newburgh Landing's deep water port and pier should be at the center of revitalization along the waterfront. There are currently plans in the works to reconstruct the city's public dock to accept the Newburgh – Beacon Ferry, cruise ships, and day-vessels, and provide direct public access to the Hudson River.

It is also important to recognize the link between economic development and other portions of the plan, including municipal services, housing, natural environment, transportation, and social well-being. Physical improvements, new development or rehabilitation, infrastructure upgrades, and improved transportation systems are critical components to improving the economic situation in Newburgh. Restoring Newburgh's

reputation as a city supportive of industry and creating an environment where business can thrive will attract new investment critical to sustainable prosperity.

The Economic Development goals are listed below:

1. Advocate to the County, State, and MTA for expanded operations at Stewart Airport, local hiring, and improved connections from Stewart Airport to Newburgh and commuter rail.
2. Explore possibilities to recreate a deep-water port through construction of a public pier and dock for deep-water vessels and ferries.
3. Identify an appropriate benchmark for tax incentives, such as PILOTs, to attract investment while expanding the tax base.
4. Partner with local educational institutions to provide job training programs to build a skilled local workforce ready for opportunities in burgeoning industries including tourism, technology, special events, and film.
5. Promote Newburgh as a creative hub and destination for its historic lineage, natural landscape, and architectural heritage.
6. Create a vibrant downtown business district by facilitating entrepreneurship, developing business clusters in priority industries, and improving streetscapes.
7. Capitalize on Newburgh's strengths including its waterfront location and deep-water port, access to a growing airport and future global hub, and Victorian-era architecture and Revolutionary War history, to renew interest in regional tourism and create a new brand for the City.

The City has a variety of tools it can use to bring greater investment to Newburgh. Streamlining City approvals processes to facilitate development, and providing appropriately flexible and thoughtful land use regulations can help attract new business. Targeting specific industries, including technology, the creative economy, arts and film, events, tourism, and water-dependent business, will have the greatest impact on the city and provide the most benefit to residents. However, in attracting new business, the City must find an appropriate balance of incentives, including payment in lieu of taxes (PILOTs), that will bring investment without sacrificing much needed tax revenue.

The City should pursue outreach and communication with surrounding development agencies, and partner with institutions that can provide job training and help local workers build marketable skills. Taking advocacy positions, as in the case of Stewart Airport, can provide the City with great future benefits at little cost. Simultaneously investing in supportive infrastructure and attracting industry that is well-aligned to Newburgh's natural assets will set the stage for revitalization and future development.

Transportation

Newburgh is well-located on the Hudson River, and is accessible by the regional road system, including I-87 to the west of the City, and I-84 to the north. However, many residents in Newburgh do not drive or have access to a car, and are frustrated by the limited public transit options in Newburgh. Ferry service between Newburgh and Beacon provides access to the Beacon train station, but operates only during peak weekday hours. Buses are currently operated by Orange County, and provide limited and unreliable service. The city's roads are in need of resurfacing; their poor condition damages residents' vehicles and endangers cyclists. Though Newburgh was built as a compact, walkable city, sidewalks, where present, are in disrepair.



Suitable transportation infrastructure is an important component of attracting new investment. Residents need to be able to easily access their places of employment, and similarly businesses will seek to locate in an area that is desirable and easily accessible for employees. Newburgh must focus on repairing streets to be safe for cars, pedestrians, and cyclists. Expanding access to regional transit options, including bus, air, train, and ferry service to provide more frequent and reliable access to Newburgh will also help the City become a favorable destination for investment.

Sidewalks, bike routes, and public transportation must be provided to allow residents from all areas of the city equitable access to their home, job, and daily needs. Lack of transportation options negatively affects lower-income residents in Newburgh disproportionately. Ensuring that streetscapes accommodate pedestrians and cyclists as well as vehicles can improve the mobility of residents who do not drive, many of whom cannot afford a car or do not have a license. Improving public transportation options to accommodate those who work irregular hours could give Newburgh residents a greater diversity of job opportunities. Bus routes should be designed to reach employment and shopping areas, and be user friendly for people of all abilities.

The Transportation goals are listed below:

1. Improve the condition of roads and sidewalks and prevent deterioration and deferred maintenance by implementing a schedule and payment plan for regular upkeep.
2. Improve bus service by working with Orange County to expand routes and increase frequency.
3. Expand regional multi-modal public transit opportunities by connecting Newburgh to job centers, including Stewart Airport and Beacon, with regular service seven-days-a-week to accommodate those who commute at off-peak hours and on weekends.
4. Reduce automobile dependency and accommodate the large portion of residents who do not drive by promoting transit-oriented development, improving the taxi system, and encouraging ride-sharing and bike-sharing programs.
5. Improve streetscapes throughout the City to include bike infrastructure, pedestrian safety measures, and aesthetic improvements.

The City must create a plan for resurfacing, repairing and improving streetscapes across Newburgh. Implementation and ongoing maintenance of streets, sidewalks, and bike routes should be completed on a schedule tied to a budget for capital improvements. The City can seek grant funding and work with local institutions to contribute to Newburgh's transportation infrastructure improvements. The comprehensive plan should consider creative solutions, including electric vehicle, scooter, or bike sharing programs. Newburgh's historic pattern of development gives the City the potential to be a great, walkable city that could attract millennials and aging seniors who prefer compact living. Making strategic improvements and ensuring there is ongoing funding for maintenance will help Newburgh turn its historic urban layout into an asset.

Municipal Services

Providing services that create a safe, clean, healthy environment for those who live and work in Newburgh is one of the most critical functions of the City. Newburgh should strive to provide a comprehensive and reliable net of services to its residents and workers that enables them to live safe, healthy, and fruitful life where they can raise families, or grow a business. Infrastructure improvements across Newburgh will be necessary to attract new development, and encourage business owners and new residents to invest in the City.

The City must undertake necessary measures to improve municipal services. Core services the City currently provides that must be improved and maintained include the water supply, solid waste disposal, wastewater treatment, and police and fire protection. As noted in the Natural Environment section, the decontamination of Washington Lake and restoration of the City's water system is an urgent need. Solid waste pickup, including regular trash removal, bulk pick-up, a recycling and compost program, and trash cans throughout Newburgh are necessary improvements that the City should implement to improve the health, safety, and appearance of neighborhoods.

In addition, Newburgh needs adequately staffed and funded community-based police and fire departments. Promoting participation and leadership in the fire department, reducing risk of injury for public service employees, and providing Department of Public Works employees with proper equipment will improve the efficiency of municipal services in Newburgh. The City should strive to improve sustainability by reducing waste overall, and keep the City productive and vibrant.



The Municipal Services goals are listed below:

1. Improve utilities infrastructure, including gas, water, wastewater, stormwater, and the sewage treatment plant, and create an ongoing maintenance plan.
2. Improve the system for waste removal, including reinstating bulk pick up, and expanding the recycling program to include compost.
3. Create a capital plan to decrease the cost of municipal services.
4. Prioritize public safety by providing support for local police and fire departments.
5. Develop environmentally sustainable systems for distribution of grey water for urban tree watering, community gardens, and public green space.
6. Reduce waste and impervious surfaces.

Improvements to municipal services may follow traditional implementation methods. The City should seek outside funding from the State, County and federal level for its infrastructure needs. The City should budget efficiently and account for anticipated maintenance costs, and outline a plan to pay for ongoing improvements. Monies outside of tax revenue, including grant funding opportunities, can help Newburgh pay for the implementation of upgrades to municipal services. Working with local institutions who are not taxed to negotiate potential agreements for the provision of services can improve Newburgh's ability to sustain improvements.

Land Use and Zoning

Newburgh's zoning regulations should guide development and protect areas of conservation in order to provide opportunities for investment that respect the natural and social environment.

Newburgh's land use pattern has contributed to low tax revenue over the years. High vacancy rates, few commercial establishments, and a high proportion of institutional land use mean the City has few properties on its tax rolls. The primary focus of the land use theme is to facilitate new development and rehabilitation of underutilized properties in Newburgh. Existing brownfield sites in key locations, including those along the river, should be remediated. Where appropriate, the City should seek development partners who can undertake cleanup efforts of brownfield sites.

The Land Use and Zoning goals are listed below:

1. Improve Newburgh's waterfront by encouraging redevelopment of vacant and underutilized properties on the Hudson River in an environmentally conscious way.
2. Return formerly institutional land to the tax rolls by converting them for mixed-use or residential use, according to market demand.



3. Remove barriers in the zoning code to facilitate development, rehabilitation, and construction.
4. Improve access to open space and the public waterfront, including through a continuous public walkway along the waterfront.
5. Improve, redevelop, and create additional recreational and open space areas, including Newburgh Landing Park, extension of the public waterfront walkway, creation of South Street Park, and development of additional public and private recreation areas.
6. Create a database of land uses, including existing residential, commercial, and vacant and underutilized properties to encourage investment and reduce challenges to developers, investors, and residents seeking housing.

The comprehensive plan should address the existing land use pattern in Newburgh, and recommend ways the City can promote a greater diversity of development to bring new investment and greater tax revenue. Working with organizations such as the Newburgh Community Land Bank can help the City transform underutilized or derelict properties and maximize their value to the community. Administrative fixes to the Code, including inconsistencies or measures to improve the function of the approvals process, can be taken up by the City Council immediately. Changes to the zoning code must be based on a well-reasoned plan. The City has the opportunity to identify and study land use issues and opportunities in order create recommendations for specific changes to zoning or policy.

Next Steps/Implementation

Over the last decade, Newburgh has made strides to redefine its future. The next step in the planning process will be completing a Comprehensive Plan, which will create recommendations based on the goals of the Vision Plan, and actionable next steps for the City to undertake.

The City has started to form committees that will take on the process of completing the comprehensive plan as a follow-up to the Vision Plan. To date, a committee has been formed for the following topic areas: Economic Development, Housing, and Open Space/Natural Environment. These groups have contributed to the visioning process.

In developing the Comprehensive Plan, the City will build upon the Vision Plan and its ongoing public outreach effort. This continuing discussion of the community's vision for Newburgh can introduce additional feedback, which will ensure that the future comprehensive plan is a living, breathing documents that evolves with the city.

Appendices

Appendix A: Public Workshop 1 April 26, 2018

- Meeting Notes
- Presentation
- Boards

Appendix B: Public Workshop 2 May 30, 2018

- Meeting Notes
- Presentation

Appendix C: Public Workshop 3 June 18, 2018

- Meeting Notes
- Presentation
- Boards

Appendix D: Public Survey May 24, 2018 – July 26, 2018

Appendix A: Public Workshop 1

April 26, 2018

DRAFT

MEETING RECORD
City of Newburgh Vision Plan
Public Workshop 1

April 26, 2018, 7:00 pm, Newburgh Free Library



On Thursday April 26, 2018, BFJ Planning facilitated the first Public Workshop for the Newburgh Vision Plan. The event was held at the Newburgh Public Library and started with a presentation on how the vision planning process works, an outline of existing demographic and economic conditions, and an introduction to the interactive exercise and town hall portion of the workshop. The workshop was attended by over 100 people, including members of the City Council, City staff, the County legislature, local nonprofit organizations, and members of the public. Public attendees provided feedback and comments on the existing 2008 Comprehensive Plan's Vision by placing dots and writing comments on boards describing each goal. The purpose of the exercise was to provide the public with an opportunity to share input on the City's existing vision, and offer new ideas, potential revisions, and indicate which goals should be emphasized.

Mayor Torrance Harvey opened the workshop by welcoming members of the public, introducing the consultant team, and describing the purpose of gaining public feedback in an open visioning process.

Frank Fish, Principal of BFJ Planning, began the presentation with an overview of the vision planning process. The overview included a description of the project timeline, which includes two additional workshops, including one scheduled for May 30, and another to take place in June. Mr. Fish then described the concepts that will be addressed in the Plan, including a focus on regional economic changes that have occurred since the previous plan was completed.

City of Newburgh

Vision Plan

Ariana Branchini, BFJ Planning, provided an overview of the existing land use, zoning, demographic, and socio-economic conditions. The Plan will provide a brief overview of existing conditions in the City, as updated since 2008. The 2011 Land Use Update provides a snapshot of the existing land use patterns in Newburgh, where residential and institutional uses are high percentages of the overall land area. The majority of commercial land use is located south of Broadway. In 2015 the City updated its zoning code to streamline the development process. The new zoning map includes four form-based districts. Census data show the City's population has slightly decreased from 2010, and is currently just over 28,000 people. Approximately 50% of the population is Hispanic/Latino, 25% African American, 20% white, and 5% fall into other categories of race or ethnicity. The Hispanic population has grown by more than

20% from 2000-2016 in Newburgh, a rate higher than the County as a whole. Median income in Newburgh was just over \$33,000 in 2016, lower than the median in Orange County, an increasing rate of unemployment and poverty and a growing household size and family size. Housing in Newburgh is only 80% occupied, the majority of which is renter-occupied (68%). While median rent in the City is lower than the County-wide median, the percentage of the population that is cost burdened is high.

Simon Kates, BFJ Planning, provided an overview of existing plan's Vision Statement and goals. The 2018 Vision Plan will use these goals as a starting point to begin the visioning process. The goals from the 2008 Plan were organized according to the seven chapters of the Plan: Social Well-Being, Economic Development, Municipal Services, Transportation, Natural Environment, Housing, and Governance. Mr. Kates presented the eight boards located around the room, which presented the Vision Statement and seven chapters' goals, and described the interactive exercise.

Following the presentation, the public was invited to provide feedback on the existing goals and vision. Each participant used green dots located at each board, and was asked to put them next to the goals they thought were most significant. There were boards available for the public to provide feedback and share their ideas (see attached).



City of Newburgh

Vision Plan

Vision

At the Vision station, participants were able to review the city's existing vision and add their own aspirations for the future of their community. Comments covered a wide range of themes that the Vision Plan should try to address. Some comments focused on Newburgh's brand, advocating for a clear identity of innovation and inclusiveness to help change existing negative connotations. Branding can also help to market the city and increase tourism. Other comments highlighted environmental issues, suggesting that the Newburgh create an eco-district, green jobs training, and prepare for climate change. Participants also discussed issues related to the workforce, suggesting that Newburgh become a place where residents don't need to commute to New York City, perhaps by bringing creative and tech industry to the city. Comments also discussed housing and development, suggesting that homeownership should be promoted and that future growth should be supportive of the community.

Social Well-Being

The goal that received the most dots at the Social Well-Being station was *"Support an effective, just, and humane system for rehabilitation of formerly incarcerated people."* Commenters emphasized the need for a wide range of community facilities, including a physical fitness center, support and programming for older adults, and resources for young people such as a children's museum. Others were concerned with housing and workforce training, such as prioritizing municipal employees for residential rehabilitation assistance and providing training in building trades. Comments also focused on expanding green space and providing additional institutions to attract tourism.

Governance

The goal that received the most dots was *"Ensure that local government remains accountable, responsive, open, and effective."* Commenters noted that local government must be transparent, that there should be open data sharing, and that Newburgh should be encouraging community input and participation is very important. Others pointed out the importance of economic growth and future development. There are also questions about how to expand the local tax base—while non-profit organizations are exempt from property taxes, the city should seek a balance with other businesses when providing tax incentives.

Housing

The goal that received the most dots was *"Empower residents to purchase and retain private homes to increase homeownership in the City."* The value in promoting homeownership was also expressed in *Plan-It Newburgh* and should continue to be a goal in the Vision Plan. Participants also noted the need for affordable housing and the ability of low-income residents to invest in their homes. Concerns were expressed about homes being "flipped" and the upheaval this causes on residential neighborhoods, as opposed to newcomers becoming integral parts of the community. Some commenters expressed the need for green building practices as well as inclusionary zoning to promote affordability. Others identified the need to expand the tax base and reduce property taxes by bringing in new residents.

Natural Environment

The goal that received the most dots was *"Encourage locally grown food with minimal environmental impact."* Some comments in this goal recognized the overlap between environmental issues and other objectives of the Vision Plan. For example, renewable energy or an indoor greenhouse could be ways to

City of Newburgh

Vision Plan

increase job creation. Also, new development could be energy efficient and provide new opportunities for open space. Participation in the Climate Smart Communities program could be one way for the city to lead the way. Several commenters highlighted the role of the Hudson River in Newburgh's culture, including the need to create a stronger connection from the city to the waterfront, prioritize the health of the river, and preserve views. Others were concerned about historic buildings, advocating that a new use be found to preserve the city's historic resources.

Economic Development

The goal that received the most dots was *"Create opportunities for Newburgh's workforce in secure, adequately paying jobs with opportunities at all income levels."* Commenters also focused on the need for workforce opportunities, especially for existing residents, and in building trades. Others also emphasized the need for a greater diversity of economic development in order to bring businesses other than tourism, arts, and retail. Some comments focused on the need to expand the tax base and were critical of tax incentives—in response, the city could seek out balanced incentive deals to ensure that new businesses are contributing their fair share. One comment highlighted the need for accountability in the plan to identify responsible parties and actionable goals.

Transportation

The goal that received the most dots was *"Create roads and streets that are safe, efficient, and welcoming for all users, including pedestrians, bicyclists, and people with disabilities."* In support of this goal, one commenter noted that many in Newburgh do not drive so there needs to be an emphasis on non-vehicular transportation. Comments indicated that there is an important connection between transportation and economic development, job creation, and access to jobs. Commenters recognized a need to connect Newburgh to its neighbors, including making the Newburgh-Beacon Ferry a seven-day transportation option, creating a connection over the Beacon-Newburgh Bridge for cyclists, and providing light rail on Broadway to Stewart Airport. Participants also indicated an interest in alternative means of public transportation, including electric buses, streetcars, trolleys, a local jitney service, and decentralized transportation systems (e.g. Uber, Lyft), and carpooling instead of empty bus service. Maintenance of streets and sidewalks was a common theme. Streets have potholes that are dangerous for cyclists and hard on tires. Some sidewalks are in bad condition, discouraging walking even short distances.

Municipal Services

The goal that received the most dots was *"Maintain and improve water quality for all residents and the natural environment."* Perhaps most importantly, commenters noted the need for financial sustainability in Newburgh. In addition, participants identified improving Hudson River water quality, drinking water quality, and implementing improved recycling, composting, and leaf pick up program.

Town Hall

Following a brief coffee break and interactive exercise, members of the public returned to their seats and participated in an open town hall. Comments by members of the public included:

1. The City is changing and there is a need for new residents to understand the place they are moving into and be sensitive to existing housing conditions. The focus should be on uplifting existing

residents. In addition, there should be a focus on protecting undocumented immigrants in Newburgh.

2. On the other side, although people moving into Newburgh are often perceived as outsiders or gentrifiers, many are moving here to become a part of the community. Many newcomers are not here for profit or to “flip” homes, but rather are looking for a place to live themselves. Overall, there is a recognition that existing residents need to be a part of the existing momentum. New energy coming into Newburgh should work in collaboration with existing residents to improve the City. An initiative to help renters purchase from landlords could be very helpful in ensuring that existing residents are not left behind.
3. What’s missing from the current vision is “how” to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing. The City must raise revenue and expand the tax base in order to implement plans and pay for services. Taxes are already high compared to surrounding communities. Fiscal engineering is needed and the plan should consider what will happen and how.
4. Although tourism is an important component of the local economy, the focus of the plan should be on existing residents and businesses, not visitors.
5. Need specific measurable achievements, or “SMART” goals (specific, measurable, achievable, relevant, time bound). Accountability is important—the vision should look at why the existing goals haven’t been achieved before making new goals.
6. Economic leakage in Newburgh is high. Creating new businesses and keeping residents in jobs in Newburgh will help turn the local economy around. In order to generate new jobs, the City should help address the existing skills gap. Local colleges (e.g. SUNY Orange, Mount Saint Mary’s) should work with employers to train skilled workers. For example, a hospitality management program could support a new hotel. The City must be ready to move on new opportunities.
7. Restore confidence at county, state, federal level through transparency and fiscal responsibility.
8. Outreach to other groups is important—there should be additional outreach for low income and minority residents. This process should leverage existing initiatives and neighborhood resources, including the volunteer efforts of participants at the workshop to reach out to neighbors to ensure greater participation in the next Vision Plan workshop on May 30.



City of Newburgh Vision Plan

**Public Workshop #1
April 26, 2018**



Agenda

- 1. Welcome**
- 2. Presentation (7:15 – 7:45)**
- 3. Coffee Break (7:45 – 8:00)**
- 4. Town Hall Discussion (8:00 – 9:00)**

Introductions

City of Newburgh

Torrance Harvey
Mayor

Michael G. Ciaravino
City Manager

Deirdre Glenn
Director of Planning and Development

Alexandra Church
City Planner

David Kohl
Economic Development Specialist

BEJ Planning

Frank Fish
Principal, FAICP

Simon Kates
Associate, AICP, LEED AP

Ariana Branchini
Planner, AICP

Tonight's Objectives

1. **Introduce the vision planning process.**
2. **Provide a brief overview of preliminary land use, zoning, and demographic data.**
3. **Review the Vision and Goals from *Plan-It Newburgh*, your 2008 Comprehensive Plan.**
4. **Town Hall discussion to hear your ideas about what the new plan should achieve.**

Why Start with Vision Plan?

- Get public input on the Vision and Goals from Newburgh's existing Comprehensive Plan (*Plan-It Newburgh*, 2008)
- Create a framework of key issues to address and opportunities to build upon in a future comprehensive plan.
- Serve as a foundation for the City to update it's Comprehensive Plan.

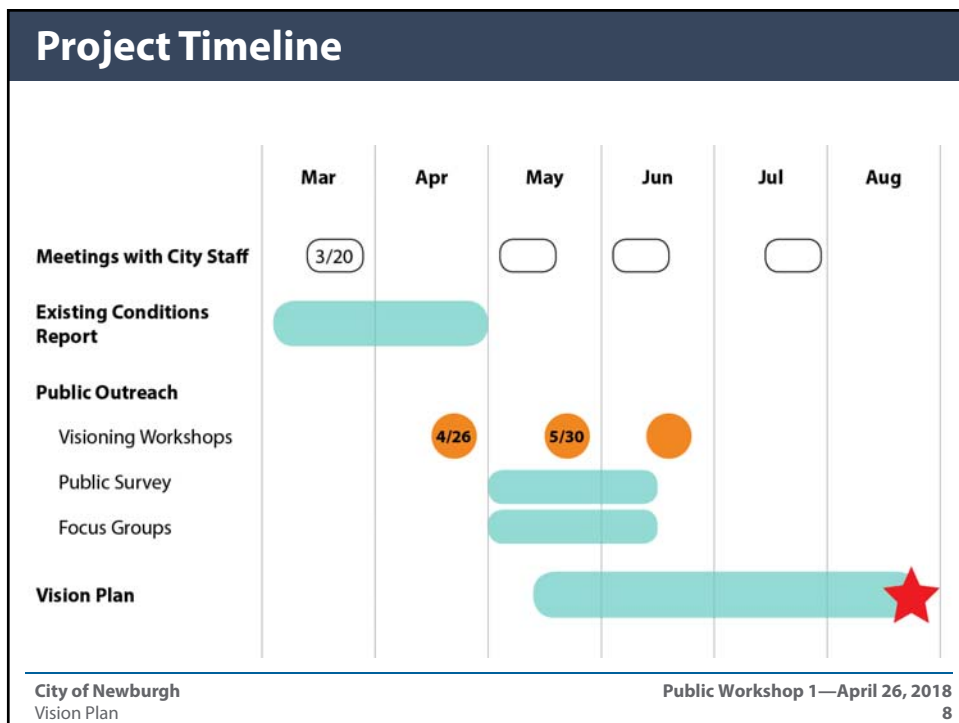
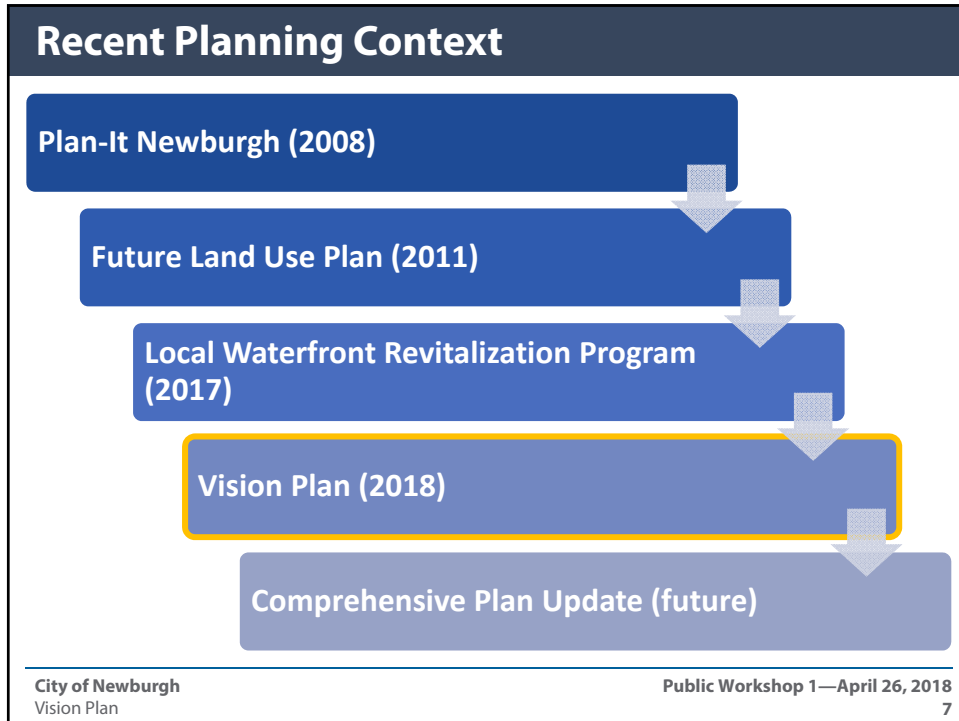


Why update Newburgh's vision now?

The current Newburgh Comprehensive Plan was adopted in 2008.

An update of the plan will reflect current demographics, recent plans, and up to date planning principles

Opportunity to help the City respond to changing regional and economic trends.



Newburgh Vision Plan Elements/Chapters

- 1. Introduction**
- 2. Existing Conditions**
- 3. Vision and Goals**
 - Vision Statement
 - Goals
 - Social Well-Being
 - Governance
 - Housing
 - Natural Environment
 - Economic Development
 - Transportation
 - Municipal Services
- 4. Implementation**

Public Outreach Overview

Public Workshop #1:

- Introduction, input on *Plan-It Newburgh* Vision and Goals
- April 26, 2018

Public Workshop #2:

- Discussion of potential revisions and updates
- May 30, 2018

Public Workshop #3:

- Test final vision and goals, discussion of next steps
- Date TBD

Focus Group Meetings

- May 2018

Public Survey

- May – June 2018

Website

www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

Join us to help create a vision for Newburgh!

Public Workshop #2

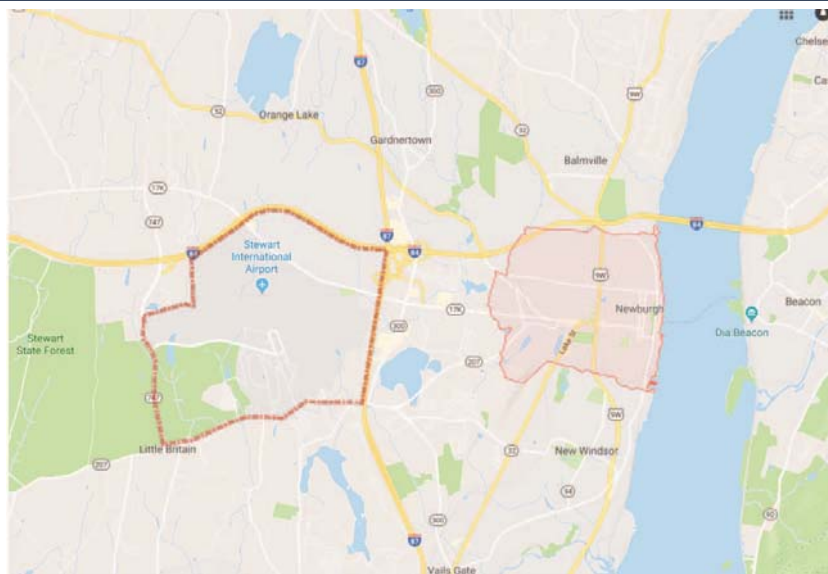
City of Newburgh Vision Plan

Date: Wednesday, May 30 2018

Location: Newburgh Free Library, 124 Grand Street

**Objective: Discuss potential revisions to
Newburgh's vision and goals**

Regional Context



City of Newburgh
Vision Plan

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Existing Initiatives

Affordable Housing

- Habitat for Humanity
- Empire State Poverty Reduction Initiative (ESPRI)
- Community Opportunity Reinvestment (CRe)

Open Space

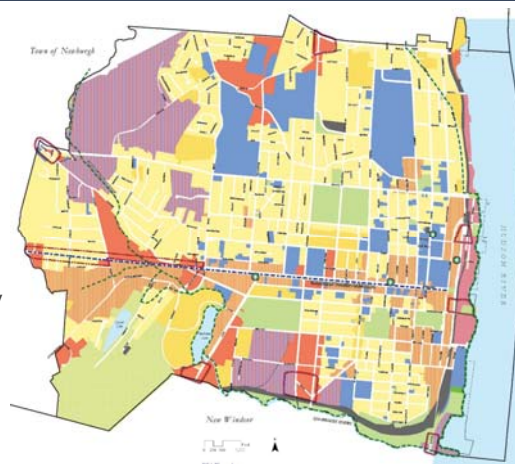
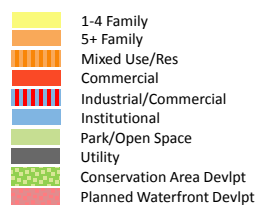
- Scenic Hudson

Economic Development

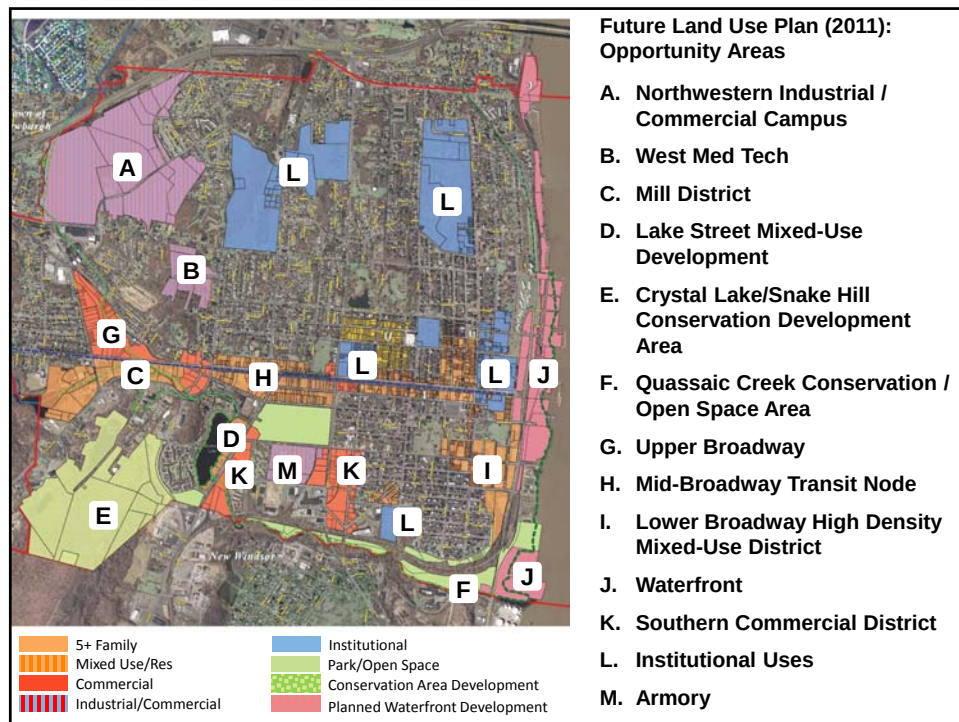
- Economic Development Advisory Committee

Land use and zoning overview

- Residential
 - >30% of total land area
 - Mostly north of Broadway
- Institutional
 - >15% of total land area, second largest use
- Commercial/Industrial
 - <10% of total land area
 - Mostly south of Broadway, bounded by Wisner Ave, Dupont Ave, Broadway



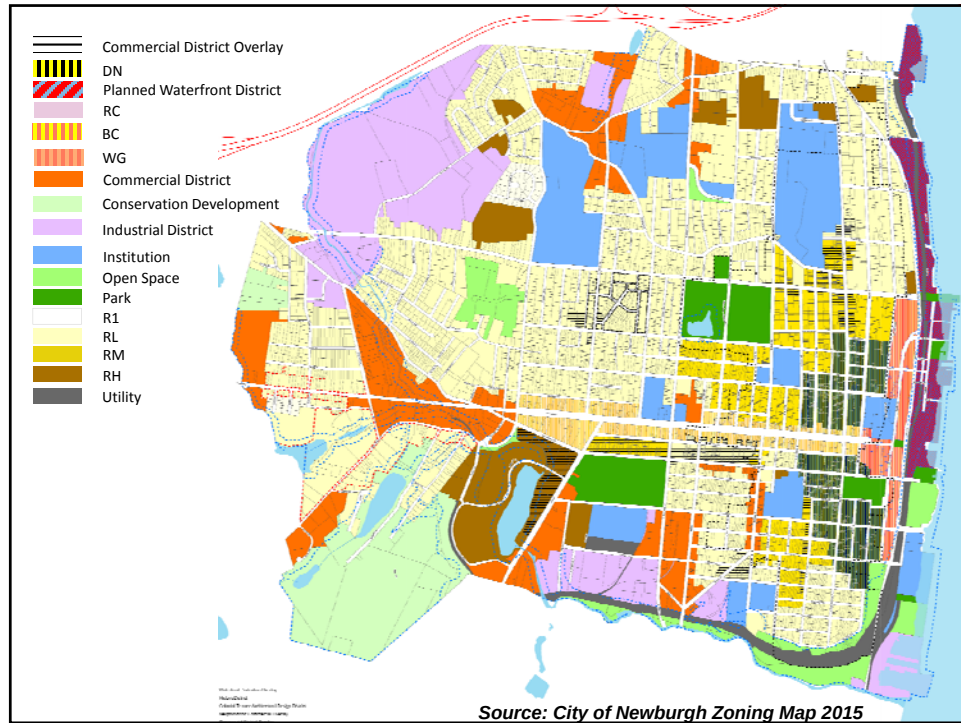
Source: Future Land Use Plan (2011)



Zoning overview

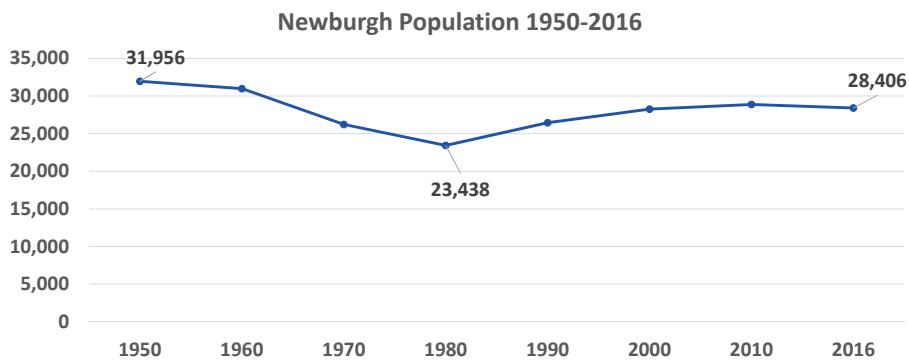
2015 Zoning Code Update

- Streamline the zoning code to create a more clear path to development, reduce fees, and reduce time to navigate land use boards.
- Update uses to reduce use variances.
- Update bulk and parking requirements to reduce area variances.
- Create form-based districts to allow greater flexibility in uses while preserving the existing built-form of the City.
 - Broadway Corridor
 - Downtown Neighborhood
 - Waterfront Gateway
 - Planned Waterfront District



Population overview

Population change since 1950



- Decline after 1950, with lowest population in 1980
- Growth since 1980 with slight decline 2010-2016

Population overview

Race/Ethnicity in Newburgh - 2016

Hispanic/Latino (of any race)	14,157	49.8%
White alone	5,757	20.3%
Black or African American alone	7,221	25.4%
American Indian and Alaska Native alone	110	0.4%
Asian alone	225	0.8%
Some other race alone	54	0.2%
Two or more races	882	3.1%
Total population	28,406	

Median Age - 2016

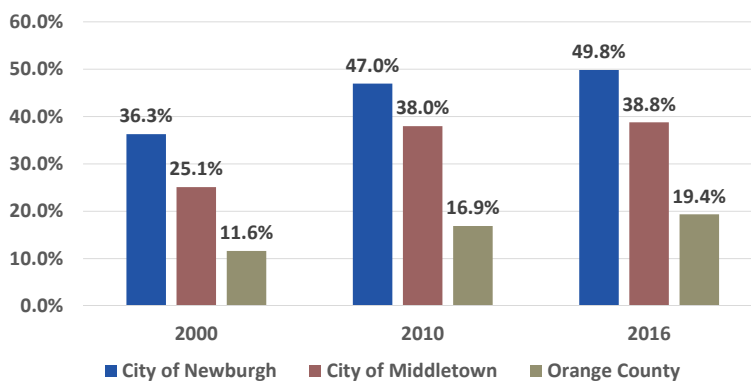
- Newburgh: 28.2
- Orange County: 36.9

City of Newburgh
Vision Plan

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Population overview

Hispanic Population as % Total 2000-2016



Growing Hispanic Population

- Increasing at a higher rate than the County
- Slightly slower growth than comparable City (Middletown)

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Household overview

Household income characteristics

	2000	2010	2016
Median Household Income	\$30,332	\$36,153	\$33,469
Unemployment Rate	6.9%	7.5%	11.9%
% of Families Below Poverty Level	23.0%	22.4%	29.7%
% of Children in Poverty	35.3%	34.5%	45.3%
% of Seniors in Poverty	16.1%	19.7%	18.3%
Average Household Size	2.97	3.09	3.05
Average Family Size	3.62	3.71	3.88

- Lower median household income in Newburgh than Orange County
- Increasing rate of unemployment and poverty
- Household size and family size are both growing

City of Newburgh
Vision Plan

Public Workshop 1—April 26, 2018
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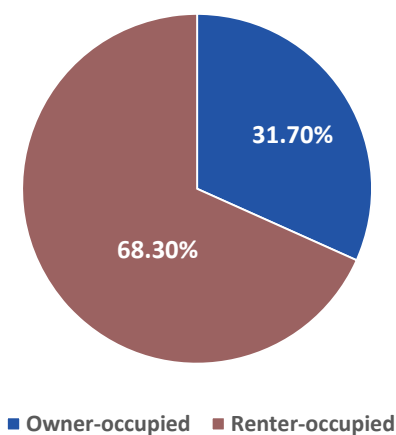
Housing overview

Housing characteristics

Housing Occupancy

- Occupied housing units: 80%
- Vacant housing units: 20%

Housing Tenure, 2016

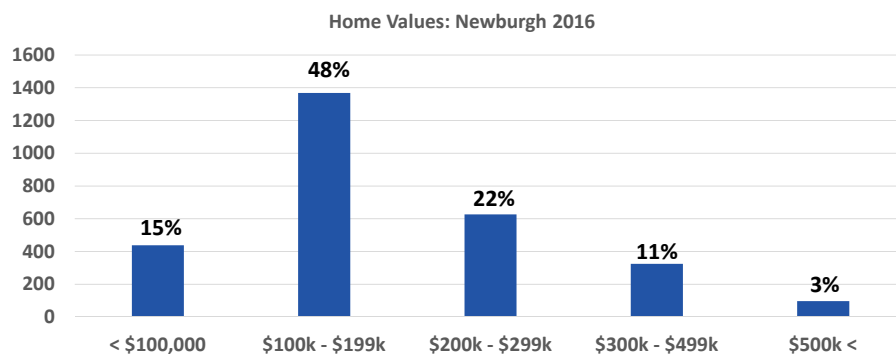


City of Newburgh
Vision Plan

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Housing overview

Home values



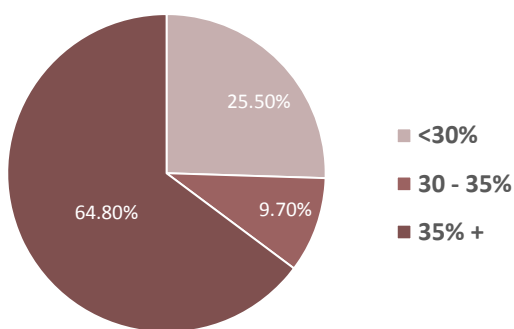
- Total owner-occupied units: 2,855
- Median home value Newburgh: \$165,900
- Median home value Orange County: \$258,700
- The majority of homes are in the \$100,000-\$300,000 range (70%)

City of Newburgh
Vision Plan

Public Workshop 1—April 26, 2018
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Housing overview

Renters Housing Cost Burden – Newburgh 2016



- Total occupied units paying rent: 5,669
- 65% of renters spend 35% or more of household income on rent.
- Median rent: \$1,094

City of Newburgh
Vision Plan

Public Workshop 1—April 26, 2018
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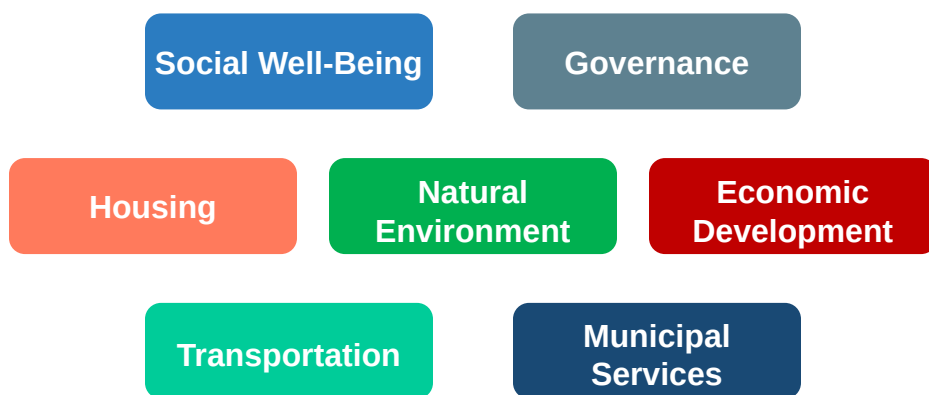
Plan-It Newburgh: Vision Statement

Newburgh, Queen City of the Hudson River Valley, offers spectacular views, historic architecture, and a vibrant cultural blend. ***We share a vision of justice and prosperity for all, health and vitality for our people, and our own distinctive place in the world.***

Established by immigrants seeking liberty and opportunity, the city is a natural transportation hub—the river, rails, highways and airport continue to shape our economy and our lives. ***Built on accomplishments of the past 300 years, Newburgh will foster the achievements of many future generations.***

Our city continues to renew itself as a clean, safe and caring city, where community thrives and individuals flourish. A respected environment, an enterprising spirit, and the diversity of our citizens will shape our future. ***Newburgh and its people will be known for creativity, compassion, prosperity and peace.***

Plan-It Newburgh: Goals



What are some new ideas to consider?

- **Expansion of Stewart Airport.**
- **High Speed Rail Line to Stewart Airport.**
- **Continue support for subsidized ferry to Beacon.**
- **Deep water port – Hudson River maritime industry.**

Town Hall

Key questions for discussion:

- Should the Vision Statement be updated or revised?
- Are the Goals reflective of current priorities?
- Are there any Goals that are missing?
- Are there any other key issues that the Plan should address?

Vision and Goals Activity

During the coffee break and after the Town Hall:

- Visit the stations placed around the room to give your ideas about the Vision and Goals from *Plan-It Newburgh*.
- The Vision Statement is on a board near the entrance.
- Goals are listed on handouts on the sign-in table.
- Each station has a summary of goals from *Plan-It Newburgh*.
 - Put a dot next to the goals that are most important to you.
 - If a goal is very important, put 2 dots.
 - If you have other ideas, please write them directly on the board.

For more information:

Sign in to get on the email list.

Attend future public workshops.

- Next public workshop is on May 30, 2018

Stay tuned for the public survey in May.

Keep an eye on the City's website throughout the process for updates:

www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

Economic Development

1. Support the city's vision as a **walkable, livable, and fully integrated community**.
2. Support **vibrant downtown business districts** and the city's multicultural creative economy.
3. Foster **new business creation and expansion**.
4. Create **opportunities for Newburgh's workforce** in secure, adequately paying jobs, with opportunities at all income levels.
5. Expand opportunities for **new and increased public and private investment** in the local economy.
6. Create a **well-trained, adaptive workforce**, with skills for an entrepreneurial economy.
7. Celebrate the **East End Historic District** as a local and regional attraction.

What Goals are Missing?

LowISM

Make it so people can get to the economic opportunities, it's transportation

Honor + help sustain West End business loyalty to + support of city

Create work force opportunities for Newburgh residents and not all the others who don't even live in Newburgh

RECONSIDER LEYLAND-DPZ PLAN FROM 2008 FOR GRASSY KNOX

Actual Economists as part of the team

Support ALL business

When industries would thrive here

Work on attracting Eco/Regional Transit (SS - Columbia Project)

Current business plan: Cultivate existing local businesses. Diversify small biz = economic opportunity. Effective - decide not to start new business, concentrate on existing ones.

Stop allowing businesses to come into Newburgh without paying taxes! After their time, they leave and homeowners are left to fund the city!

Economic Leakage Analysis

Actual Accountability ↓ Who's Responsible?

Building trades training

Real Strategic Plan w/ Actionable Goals

ALL TRADES!

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

Municipal Services

1. Maintain and improve **water quality** for all residents and the natural environment.
2. Provide **quality water supply** for residential, commercial, and industrial development, and environmental systems.
3. Provide state-of-the-art **wastewater treatment**.
4. Reduce **waste** produced by residents, government, organizations, and businesses.
5. Reduce **impervious cover** and promote best practices of storm water management.

SOLAR FARM ON TOP OF ROOFS

- Municipal composting
- Leaf pick up

What Goals are Missing?

Composting Program!

• Introduce program
• Sewer Authority
• Dig stop - to provide
• Budget from waste
• competing cleanup

Less garbage
pick up
↓ bill

Co-mingle
recyclables

We desperately
Need
Financial
Sustainability
w/o that we
perish

make
a strong
commitment
to improving
Hudson River
Water quality

Green Waste
Pick & Recycle

- Get this water
situation right
- Stop the cleaning
for Stewart

stay on
Catskills
water but our
supply is
decreasing

PUBLIC
HOT SPOTS

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

Transportation

1. Promote **transit-oriented initiatives and public transportation** that reduce automobile dependency and greenhouse gasses.
2. Advocate for a **regional transportation system** that encourages visitors to take advantage of Newburgh's arts and cultural scene.
3. Create roads and streets that are **safe, efficient, and welcoming** for all users, including pedestrians, bicyclists and people with disabilities.

Reduce parking lot dependency + redevelop them into development sites.

Master Plan
To Get CARS
off the Street
Bicycles on the
Streets

MAKE the Newburgh Beacon Ferry A 7 DAY
Transportation option.
START A Newburgh Local Jitney Service.

streetcar
- electric bus
- streetcar
- electric bus

What Goals are Missing?

PRIORITIZED
Goals
otherwise
nothing will
happen

Week long ferry
and/or River Taxi!
I second this!
third this!
fourth this!

Boulevard
Broadway.

Please, please
please re-pave
our pot-holed
streets!

Regional
Trans
For
A wider
So B SCARFF

Light Rail
PAM
STEWART
DOWN BWAY
To The Ferry
Yes I second this

Pass a complete
Streets policy w/
strong implementation
plan

* Bike Lanes

UNDERSTAND NEWBURGH
IS A CITY IN THE
SUPERBAS - THE CAT
ROADWAYS / PARKING
NEED TO BE ACCOMMODATED
FOR ALL HIGH DENSITY HOUSING
IF YOU DON'T HAVE ONE IN
NEWBURGH / YOU LIVE IN POVERTY!!!

Open the bike
lane on the
Beacon → Newburgh
bridge 24hrs
7 days a week

Experiment w/
decentralized
transportation systems
ie Uber/Lyft in street
carpooling

Want map show clearly
where we have "complete
streets" or even just complete
sidewalks + crosswalks

Advocate for C&X
investment

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

Natural Environment

1. Promote environmental education and design to create a **healthy and desirable community**.
2. Protect and manage **environmental areas** to conserve land, air, water, and energy resources.
3. Continue to value the quality of **clean air**.
4. Maintain equitable distribution and interconnectedness of **parks and open spaces**.
5. **Redevelop Brownfields** and ensure that new and existing businesses/development contribute no new contamination to soil and groundwater.
6. Encourage **locally grown food** with minimal environmental impact.
7. Minimize wasteful and unnecessary contributions to **urban light pollution**.

Are any goals missing?

Economic development

Equitable use of public River Views - Should not be used by only one group

SAVE HISTORICAL BUILDINGS & FIND A NEW USE FOR THEM

Sustainable job creation
=> Renewable energy project

PROMOTE, SUPPORT Renewable energy: SOLAR!

Ensure sustainable (i.e. LEED certified, low carbon impact, etc.) development

Concept:
The City is a park, not Parks in the City year.

• Connect the city with the waterfront ✓

• Comprehensive Watershed Plan to protect our water ✓

• Public Owned utility - perhaps in cooperation w/ Beacon. Xcel harmony

• Indoor Greenhouses to promote Economy + food prod. ~~Production~~

• Become a premier landscape architecture hub by showcasing the better ways to plant urban gardens, trees, manage utilities, reduce urban heat island effect. Partner w/ Central Hudson.

Participation in NYS Climate Smart Communities - reach Bronx, etc. or Gold

All Economic Development (ED) should include Green Sustainability. ED is most often a Regeneration of old or new.

Keep the neighborhood clean. Encourage litter pickup

• Planting Oil Cakes on the River
• Keep People's Park
• Where's the next Parking Plan??
To Reduce Smog and Electric Billings, etc.

Public drinking Fountains!

VISION STATEMENT

Plan-It Newburgh Sustainable Master Plan, 2008

Newburgh, Queen City of the Hudson River Valley, offers spectacular views, historic architecture, and a vibrant cultural blend. We share a vision of justice and prosperity for all, health and vitality for our people, and our own distinctive place in the world.

Established by immigrants seeking liberty and opportunity, the city is a natural transportation hub — the river, rails, highways and airport continue to shape our economy and our lives. Built on accomplishments of the past 300 years, Newburgh will foster the achievements of many future generations.

Our city continues to renew itself as a clean, safe and caring city, where community thrives and individuals flourish. A respected environment, an enterprising spirit, and the diversity of our citizens will shape our future. Newburgh and its people will be known for creativity, compassion, prosperity and peace.

Follow the plan!

What is your vision for Newburgh?

*make
Newburgh
a eco-green
district and
create training
and jobs
for same

*Newburgh
can be
a main
Rec/Tourism
attraction
* * *

IDENTITY

Home Ownership
A Reality for
ALL RESIDENTS
REGARDLESS OF
INCOME!

Rebrand
Newburgh
Innovative
&
Inclusive
City

create an environ-
ment/city where
residents don't
feel having to work
in NYC is a
necessity

Prepare for
Climate
Change!

CREATIVE
ART...
TV, VIDEO...
TECH ...

MUST
BRING
CREATIVE
TECH
HERE

A plan to
bring about the
kind of growth
we all want

Change the
negative
connotation
of Dumping
ground

Plan-It Newburgh Sustainable Master Plan, 2008

1. Provide **support for families** as the foundation of a sustainable city. ● ● ●

3. Provide advocacy, recreation, and social services to ***support older adults and people with disabilities.***

4. Provide **education** for children to develop academic, social and technological skills. ●●

5. Create a **clean and safe community** for residents, in public places, and in commercial areas. ● ● ●

6. Support an effective, just, and humane system **rehabilitation** for formerly incarcerated people

7. Continue to support **opportunities in the arts** by promoting cultural tourism, economic development, and image building. ● ● ● ● ●

Way more
Trees and
Green spaces

Our elderly community
needs more support.
=> programs, transportation,
clubs, funds.

Before & After School Initiatives for local kids

City Workers Should
have 1st pick of
homes (for rehab)

- Teachers
- firemen
- police officers
- hospital workers
- city employees
- social academic
institutions

Where are the children museums?
Very important that youth are able to learn without realizing they are learning!

Provide training in building crafts: carpentry, masonry, plastering, cabinet making

Education: adults also — especially English literacy & conversation for LEP: low English proficiency — English

Urban Reception
for People
over 30.77

Attract
a Physical
Fitness
Center to
open on
Broadway

In 10 years,
the youth will
be the future.
What have we
done to help them
succeed?

Economic Development that brings business and tourism, etc.

What does "safe" mean? How about safe & welcoming to all!

Where are the
tech schools?
- Lincoln Tech
- Auto Tech
Tech schools that
will attract the
lost youth!

Public drinking fountains

Tourism and
branding of places
is key. We have a wine
river highway and twin
bay. We are the gate way
to tourism!

More
Space -
Indoor +
Outdoor Youth

ART Center / Museums /
DUTCH REFORMED CHURCH

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

Housing

1. Encourage creation of **diverse housing types** to meet the present and future needs of residents.
2. Support the city's vision as a **pedestrian friendly, livable, and fully integrated community**.
NOT SEGREGATED
3. **Conserve and maintain the existing housing stock** while encouraging new infill development.
4. Increase **efficiency and affordability** for people to redevelop property.
For all!!!
5. Assure long term availability of **affordable housing opportunities**.
6. Empower residents to **purchase and retain private homes** to increase homeownership in the city.
7. Support **preservation and sustainability** of public health and the environment.
8. Encourage **housing development** through coordinated regulatory, administrative, and incentive strategies.

JOBS!

Are any goals being implemented?

Homes should be for living in not for holding onto for investment purpose stop the hoarding and flipping

livable and affordable housing for all incomes

Encourage Environmental Sustainability we should be doing more!

for existing residents

Build a mix of housing that includes affordable for very low, low, middle class

Be Participative in NY's Climate Smart Communities

Industry Zoning

Housing that Address Chasing Income the MIDDLE CLASS

Homes should have Southern Exposure to get Solar Energy and light

EXPAND TAX BASE REDUCE PROPERTY TAXES

Provide guidance and support to city landlords to better serve their tenants

Proving Oppor- NITIES FOR ALL Homeless Income TO HAVE Home- OWNERSHIP!!

Offer alternative financing for purchase or foreclosure prevention

Insurance Homeownership? Not? What? Reduce that 7% on Signa

GOALS

Plan-It Newburgh Sustainable Master Plan, 2008

OPEN
DATA

Governance

1. Ensure that local government remains **accountable, responsive, open, and effective.**
2. Improve notification and outreach to **encourage community input and participation** in the decision-making process.
3. Enhance **cooperation and collaboration** among public agencies, residents, and civic organizations.
4. Ensure **high standards of performance** by all city departments, boards, commissions, and committees.
5. Update and revise **land use and zoning regulations** to support the Master Plan.

What Goals are Missing?

TRANSPARENT
OBJECTIVE

All community
Not just one part

THIS.

ice + Fire Fees
to also be paid
by not-for-profits

commercial
use is
concentrated
and should be
widened

Consider Economic growth
and development

Appendix B: Public Workshop 2

May 30, 2018

DRAFT

MEETING RECORD
City of Newburgh Vision Plan
Public Workshop 2

May 30, 2018, 6:30 pm, Newburgh Free Library



On Wednesday May 30, 2018, BFJ Planning facilitated the second Public Workshop for the Newburgh Vision Plan. The event was held at the Newburgh Free Library and started with a presentation on how the vision planning process works, an overview of public outreach strategies, review of feedback from the first public workshop, and an introduction to the round table discussion portion of the workshop. The workshop was attended by over 50 people, including members of the City Council, City staff, the County legislature, local nonprofit organizations, and members of the public. Public attendees participated in round table discussions, providing feedback and comments on the topic areas of the existing 2008 Comprehensive Plan. Each table included a member of the consultant team or City planning department, and a series of questions to encourage discussion of the top priorities for the topic area. The purpose of the exercise was to engage with participants to hear their priorities, and offer new ideas.

Chuck Thomas, Director of the Newburgh Free Library, opened the workshop by welcoming members of the public, and introducing the consultant team.

Frank Fish, Principal of BFJ Planning, began the presentation with an overview of the vision planning process. The overview included a description of the project timeline, which includes two focus groups to date, a survey, and a final workshop scheduled for June 18. Mr. Fish then described the concepts that will be addressed in the Plan, including a focus on prioritizing implementation for existing recommendations and plans.

Simon Kates, BFJ Planning, presented an outline of the Vision Plan, which will include a brief existing conditions section, an updated vision statement and series of goals, and a section on implementation and

City of Newburgh

Vision Plan

next steps. Mr. Kates announced the survey (available online at www.surveymonkey.com/r/NewburghVision), and addressed questions regarding ongoing outreach, which will continue after the vision planning process has finished. The final public workshop for the Vision Plan will be held on June 18 at 6:30 pm, location to be determined. Finally, Mr. Kates discussed feedback on the vision statement received during the first public workshop. Overall, members of the public indicated their vision for the future of Newburgh should address a need for job opportunities, a greater sense of identity, promoting homeownership, an emphasis on environmental issues, support for existing residents balanced with the need for growth, and a need to achieve financial stability and increase the tax base.

Ariana Branchini, BFJ Planning, provided an overview of feedback on the seven topic areas presented on boards during the first public workshop. Public response to the “Social Well-Being” topic included a need for additional community facilities, prioritizing municipal employees for residential rehab assistance, providing job skills training, expanding green space, and attracting tourism. Responses to “Governance” included a need for transparency in local government, encouraging community input and participation, and thoughtful expansion of the local tax base by encouraging development and bringing in new businesses with a prudent use of PILOTs. For “Housing” the public provided comments including a need to promote homeownership, a need for affordable housing and help for low-income residents, existing tensions between investors or newcomers and longtime residents, and a desire to limit displacement and absentee landlords. In response to the “Natural Environment” section, the public indicated the importance of the Hudson River in Newburgh, a need for strong waterfront connections, opportunities for job creation through environmental initiatives, and a desire for more energy efficiency in new development. From the “Economic Development” section, a need for workforce opportunities for existing residents, greater diversity of business development, need for accountability to identify responsible parties, and support for the development of Stewart Airport were discussed. Finally, the public response to the “Municipal Services” section included a need to ensure financial stability, improve water quality in the Hudson River as well as drinking water quality, and a need to implement improved waste management programs.

Frank Fish, BFJ Planning, discussed future outreach, including ways the Vision Plan will serve as a starting point for gaining meaningful community feedback, and will provide a framework for the community to get directly involved in the planning process. Finally, Mr. Fish introduced the round table exercise, where members of the public were invited to join one of six round tables to discuss their top priorities for the Vision. Tables were organized according to the seven chapters of the 2008 Plan: Social Well-Being/Arts & Culture, Economic Development, Governance/Municipal Services, Transportation, Natural Environment, and Housing.

Following the presentation, the public was invited to join one of the tables, which were staffed by a member of the BFJ team, and planners with the City of Newburgh. Each table discussed a wide range of issues, ideas, and strategies, including those identified by Plan-It Newburgh in 2008. After a 45-minute discussion, a volunteer from each group



presented their top priorities for the topic area in a report back to the full group. Below is a summary of the discussion at each table:

Social Well-Being

The Social Well-Being and Arts & Culture group discussed the most important aspects of social well-being, and identified some of their top priorities for improving the quality of life in the City. Quality of life is defined by the ability to live comfortably and safely, access to education, recreation, open space, and job opportunities. The group agreed that connectivity is a key barrier to improving social well-being in Newburgh, and that a major generator of improved quality of life is economic mobility, which will be made possible through education, job training, and job opportunities for residents.



Connectivity is a major issue for Newburgh residents, particularly for those who do not drive, and as a result are not able to easily get from their home to a job. Neighborhoods in Newburgh are currently isolated because of the poor condition of the streets and sidewalks, and lacking public transit. Creating linkages within Newburgh, and improving major corridors such as Broadway and 9W, is one strategy to improve connectivity. Corridor improvements could include aesthetic upgrades for storefronts, signage, streetscaping, and plantings to make shops more attractive and encourage investment in underutilized properties. An important component of improving connectivity is creating better connections to job centers for residents. Currently, the Newburgh - Beacon Ferry serves as a commuter ferry, running only for a few hours in coordination with the morning and evening Metro-North schedule. While this is helpful to those who are taking the train, it leaves others behind, including workers who would like to work in Beacon at jobs that have evening hours. In addition, the walking path over the Newburgh – Beacon Bridge closes at dusk. Finding new ways to improve non-vehicular connectivity around Newburgh and surrounding areas will improve social well-being in Newburgh. In addition, improving connectivity will make Newburgh more accessible to visitors, who may want to come to the City as tourists. Those coming from New York City are likely to get as far as Beacon, but without weekend ferry service, have few public transit options to take them across the river to Newburgh where they might spend time and bring additional business to local shops and restaurants. **Economic mobility** can be improved through access to education, job training programs, and job opportunities for residents. Improving opportunities for residents to start a business, invest in their business, or work for other businesses will help improve social well-being. The City should seek partnerships with the two colleges, the school district, and local businesses and entrepreneurs, to create job skills training programs, and entrepreneurship incubators. In addition, the group discussed the concept of **accessibility and communication** as an important strategy for improving social well-being. Newburgh currently offers many good services that contribute to social well-being, including, arts and culture events, after school programs, investment opportunities, and recreation opportunities. While expanding upon these to ensure they have the capacity to reach more residents is important, it is also important that there is improved communication of these opportunities,

City of Newburgh

Vision Plan

and greater access to them for residents. Some strategies may include a community bulletin/newsletter, better promotion and cross-promotion of events, and improved transportation.

Governance/Municipal Services

The **condition of streets and sidewalks** in Newburgh is the number one infrastructure priority. The City also needs a **unified communication plan** to improve awareness and public participation. Often assumptions are made about how to reach out to people, and the message is never received. There could be greater emphasis on online communication, as well as reaching out to key community organizations in order to get the word out and encourage meaningful participation in City processes and planning. The City government must take responsibility and ensure that other municipalities who **share services** with Newburgh contribute fairly so that the City is compensated and not overburdened.

Housing

Housing and economic development are closely connected, and both issues are defined the **tax issue** in Newburgh: the City needs greater tax revenue in order to provide the services and programs to support a high standard of living. As a result, the City should attract ratables (businesses and new market-rate residents) to improve fiscal stability in order to continue to serve existing residents, rather than attracting additional populations in need of services. The City needs to **define affordable housing**, which could be as a percentage of income including taxes. There is a need for data and transparency in order to make informed decisions. Code enforcement is an issue that needs to be addressed. The City should **seek funding** from the county and the state, and needs strong leadership in order to ensure these funds are well utilized. There should be an **incentive to fix up homes**, not a penalty in the form of higher taxes.

Natural Environment

Residents should have a **ten minute walk to green and open space**, and school grounds should be open to the public. There is interest in the development of Crystal Lake and improved access to the lake for swimming and fishing, which used to exist. People's Park and the waterfront should be accessible to the public. The most significant environmental issue in Newburgh is dumping. This issue involves landlords, and a partial solution would be to **reinstate bulk pick up** and make the existing regulations clear and available on the water bill in English and Spanish. The City needs an arborist, and the City should have greater control over its water source to ensure better water quality. A great source of open space is the streets, they should be cleaned up and beautified.

Economic Development

The Economic Development table was supportive of the **expansion of Stewart Airport**, and noted that there need to be assurances of local hiring policies and transportation available for workers. Stewart Airport could also bring additional visitors, and so local transportation and amenities for visitors would be needed. Currently, there are not enough hotel rooms, and the expansion could mean an influx of tourists. In order to generate additional job opportunities, Newburgh could focus on key industries including events such as **weddings, and the film industry**. There is a need for **job training** for film and service industry jobs to ensure these opportunities are not missed. The City should be applying for **grants**, CFA is an untapped opportunity for nonprofits and businesses.

Transportation

There are many modes of transportation that must be considered, including wheelchair, stroller, bikes, walking, buses and public transit, and car. **Prioritizing multi-modal transportation** is the number one goal considering there is a large portion of the population that does not drive. Timing and **integrated systems** for transit will improve the overall transportation system and connectivity within Newburgh and to the region. **Bicycle infrastructure** and data transparency are important components of improving transportation in the City. In addition, the City should take **ownership of the transit system**, not Orange County, to ensure that necessary changes can be implemented at the local level. There is an emerging task force to look at some of these issues.



City of Newburgh Vision Plan

**Public Workshop #2
May 30, 2018**



Agenda

- 1. Welcome**
- 2. Presentation (6:45 – 7:15)**
- 3. Coffee Break (7:15 – 7:30)**
- 4. Round Table Discussion (7:30 – 8:15)**
- 5. Wrap Up and Report Back (8:15 – 8:30)**

Introductions

City of Newburgh

Torrance Harvey
Mayor

Michael G. Ciaravino
City Manager

Deirdre Glenn
Director of Planning and Development

Alexandra Church
City Planner

David Kohl
Economic Development Specialist

BEJ Planning

Frank Fish
Principal, FAICP

Simon Kates
Associate, AICP, LEED AP

Ariana Branchini
Planner, AICP

Tonight's Objectives

1. **Provide a brief overview of community outreach to date.**
2. **Round table discussion to hear your ideas about priorities, goals, and potential revisions and updates.**
3. **Report back on round table takeaways.**

Why Start with Vision Plan?

- Get public input on the Vision and Goals from Newburgh's existing Comprehensive Plan (*Plan-It Newburgh*, 2008)
- Create a framework of key issues to address and opportunities to build upon in a future comprehensive plan.
- Serve as a foundation for the City to update it's Comprehensive Plan.



City of Newburgh
Vision Plan

Public Workshop 2—May 30, 2018
5

Why update Newburgh's vision now?

The current Newburgh Comprehensive Plan was adopted in 2008.

An update of the plan will reflect current demographics, recent plans, and up to date planning principles

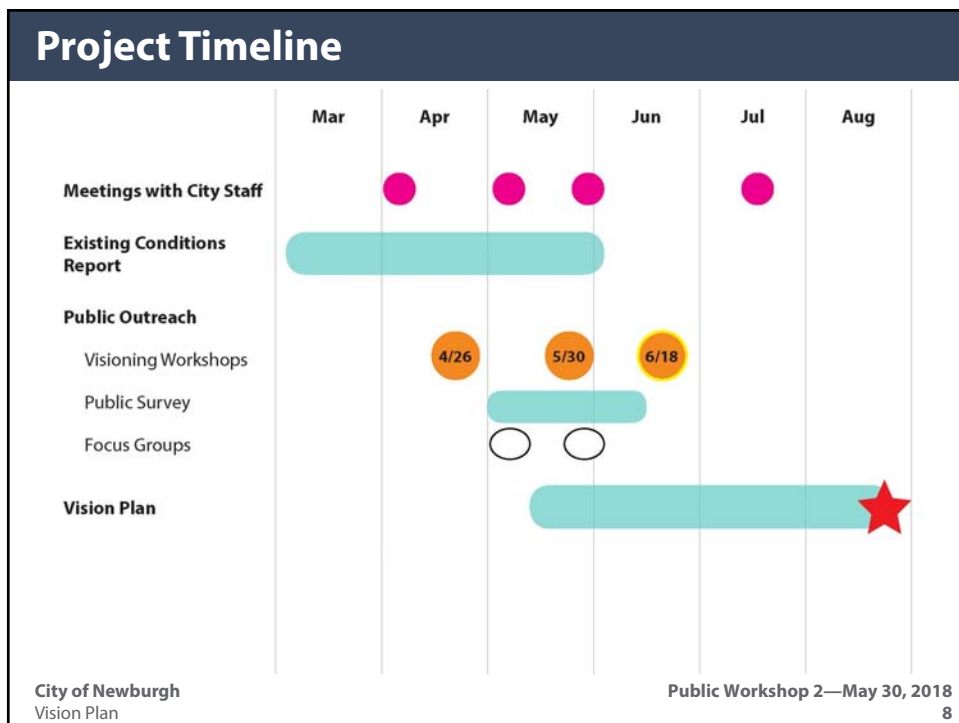
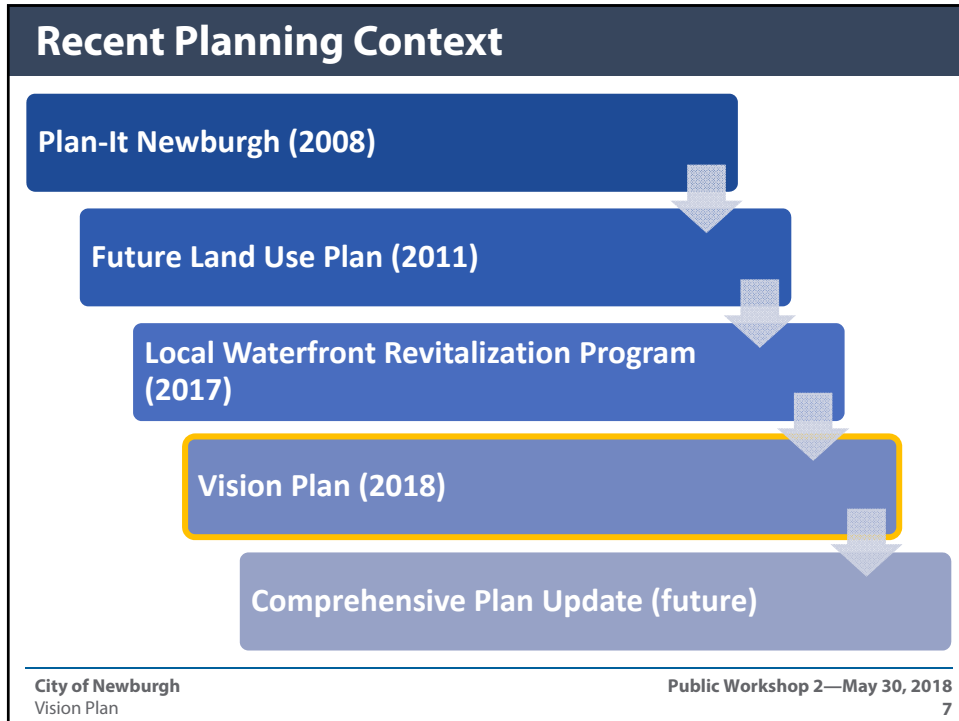
Opportunity to help the City respond to changing regional and economic trends.

Help prioritize implementation for existing recommendations and plans.



City of Newburgh
Vision Plan

Public Workshop 2—May 30, 2018
6



Newburgh Vision Plan Elements/Chapters

- 1. Introduction**
- 2. Existing Conditions**
- 3. Vision and Goals**
 - Vision Statement
 - Goals
 - Social Well-Being
 - Governance
 - Housing
 - Natural Environment
 - Economic Development
 - Transportation
 - Municipal Services
- 4. Implementation**

Take the survey, we want to hear from you!



Join us to help create a vision for Newburgh!

Public Workshop #3

City of Newburgh Vision Plan

Date: Monday, June 18 2018

Location: TBD

Time: 6:30 pm

Objective: Finalize Newburgh's vision and goals and discuss next steps

Feedback from Public Workshop #1

Vision:

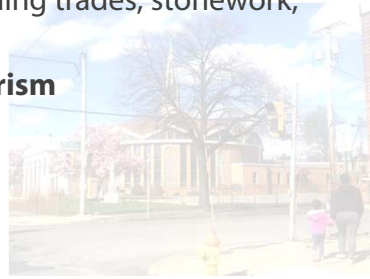
- Need for identity and rebranding
- Bring jobs to Newburgh
- Emphasize environmental issues (e.g. water quality, brownfield sites)
- Promote homeownership
- Balance future growth with supporting existing residents
- Need to achieve financial stability and increase tax base



Feedback from Public Workshop #1

Social Well-Being

- Need for a wide range of **community facilities** (e.g. fitness center, supportive programming for seniors, resources for young people such as a Children's Museum)
- Housing and workforce— **prioritize municipal employees** for residential rehab assistance
- Provide **job-skills training** (e.g. building trades, stonework, masonry)
- Expand **green space** and attract **tourism**



Feedback from Public Workshop #1

Governance

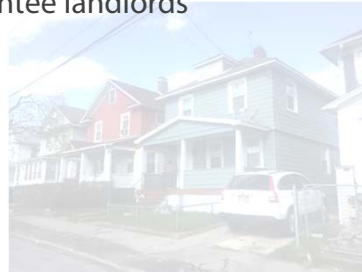
- **Transparency** in local government
- Newburgh should encourage **community input** and participation
- Need to **expand the local tax base** through economic growth and future development
- The City should seek businesses but with a **prudent use of PILOTS** (Payment In Lieu of Taxes)



Feedback from Public Workshop #1

Housing

- Promoting **homeownership** is still an important goal
- Need for **affordable housing** and a need to help low-income residents invest in their homes
- Tensions between investors/**newcomers and longtime residents**
- Seek to **limit displacement** and absentee landlords



Feedback from Public Workshop #1

Natural Environment

- Importance of the **Hudson River** in Newburgh's culture – preserve views, prioritize waterfront conditions
- Need for stronger **waterfront connections**
- **Environmental initiatives** provide opportunities to spur job creation (e.g. renewable energy, indoor greenhouse)
- New development should be energy efficient



Feedback from Public Workshop #1

Economic Development

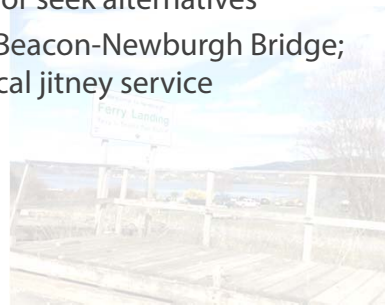
- Need for **workforce opportunities** for existing residents
- Greater **diversity of business development** (not just arts, retail, tourism)
- Need for **accountability** in the plan to identify responsible parties and actionable goals
- Support the development of **Stewart Airport** as a job generator for Newburgh residents



Feedback from Public Workshop #1

Transportation

- Better **maintain** streets and sidewalks
- Need to emphasize **non-vehicular transportation**- many Newburgh residents don't drive
- Connection between **transportation and access to jobs**
- Need to **overhaul bus system**, and/or seek alternatives
- **New ideas:** cyclist connection over Beacon-Newburgh Bridge; electric buses; streetcars; trolleys; local jitney service



Feedback from Public Workshop #1

Municipal Services

- Ensure **financial stability** in order to effect meaningful change and lasting improvements
- Improve water quality in **Hudson River**
- Improve **drinking water** quality
- Implement **improved waste management** programs: recycling, composting, leaf pick up



Future Outreach

- The Vision Plan is the starting point for to gain meaningful community feedback.
- The Vision will provide a framework for the community to get directly involved in the planning process.
- Take the survey!

Tools to help continue the conversation:

- Block captains
- Intercept surveys
- State of the City Roundtable
- “Meeting in a Box”



Round Table Discussions

After the coffee break...

- Form small discussion groups to discuss what are the top priorities for these 7 topics:

Table 1:
Social Well-Being

Table 2:
Governance/
Municipal Services

Table 3:
Housing

Table 4:
Natural
Environment

Table 5:
Transportation

Table 6:
Economic
Development

Table 7:
Arts & Culture

- Given what the City can afford, each table must come up with **1 or 2 top priorities**
- Consider strategies for each topic as well as: **Who pays? What will the cost be? Who will benefit?**
- After the group sessions, we will ***reconvene to report back*** on the top priorities

For more information:

Sign in to get on the email list.

Attend future public workshops.

- Next public workshop is on June 18, 2018

Take the public survey!

Keep an eye on the City's website throughout the process for updates:

www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

Appendix C: Public Workshop 3

June 18, 2018

DRAFT

MEETING RECORD
City of Newburgh Vision Plan
Public Workshop 3

June 18, 2018, 6:30 pm, Newburgh Free Library

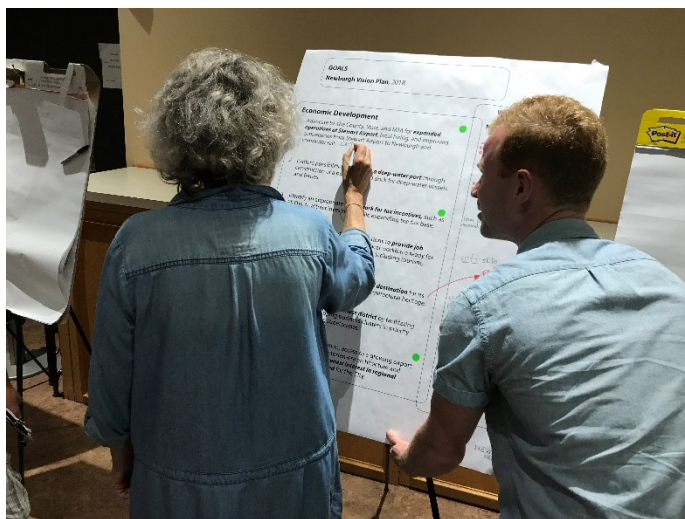


On Monday June 18, 2018, BFJ Planning facilitated the third Public Workshop for the Newburgh Vision Plan. The event was held at the Newburgh Free Library and started with a presentation on how the vision planning process works, an overview of public outreach to-date, and an overview of the drafted revised vision statement, priorities, and goals for the Vision Plan. The workshop was attended by approximately 30 people, including members of the City Council, City staff, the County legislature, local nonprofit organizations, and members of the public. Following the presentation, public attendees participated in an open house, where they commented on the draft vision statement, goals, and priorities. The purpose of the exercise was to engage with participants to gain feedback on the drafted content for the Vision Plan, identify if something was missing, and hear new ideas. Following the open house, members of the public were invited to provide comments and ask questions in a town hall style open discussion.

Frank Fish, Principal of BFJ Planning, began the presentation with an overview of the vision planning process. The overview included a description of the project timeline, which includes three focus groups, the ongoing public survey, a draft of the Vision Plan by the middle of the summer and a final version to the City by September 2018. Mr. Fish then described the concepts that will be addressed in the Plan, including a focus on prioritizing implementation for existing recommendations and plans, a brief existing conditions section, an updated vision statement and series of goals, and a section on implementation and next steps.

City of Newburgh Vision Plan

Ariana Branchini, BFJ Planning, gave an overview of feedback from the second public workshop, which included the top priorities outlined by round table groups for each topic area of the plan. Ms. Branchini provided a snapshot of the public survey results to date. As of June 14, just over 200 people had taken the survey. The presentation described the basic demographic characteristics of respondents, the top priorities of respondents by topic area, and a snapshot of comments included in open ended questions, all of which have been incorporated into the draft goals, vision, and priorities for the Vision Plan. The survey will remain open through July 16, and is available in Spanish and English (available online at www.surveymonkey.com/r/NewburghVision, and es.surveymonkey.com/r/EncuestaVisionNewburgh), and in hard copy. As another means of public outreach, Ms. Branchini discussed the input of three focus groups in the vision planning process. The Housing Coalition, a group of representatives from nonprofit organizations and residents, has outlined list of priorities, which have been included in the goals for the Housing theme. The Open Space focus group included a meeting with Scenic Hudson, who has worked on a Riverfront Communities project in Newburgh, establishing partnerships and gathering the ideas of disparate key stakeholders, including the Quassick Creek Alliance, Hudson River Regional Alliance, Danbury Park Alliance, and the Newburgh Clean Water Committee. Scenic Hudson is seeking to find new ways to utilize open space and natural environment solutions as recommendations to be included in various themes throughout a future comprehensive plan in Newburgh. The Economic Development focus group is made up of the economic development committee, which has worked on the Downtown Revitalization Initiative (DRI) proposal, and works to seek grant funding, and improve conditions in the City to facilitate economic development. Key priorities for this focus group have been taken from their DRI proposal, which focuses on projects that could catalyze development and renewal downtown.



Simon Kates, BFJ Planning, provided an overview of the revised vision statement, priorities, and goals for the Vision Plan as drafted based on public feedback and initial analysis of existing conditions. BFJ has developed a revised vision statement and set of priorities for the Vision Plan, as well as goals for the seven topic areas organized by Plan-It Newburgh (the City's existing 2008 Comprehensive Plan), plus Land Use and Zoning. As indicated in the attached presentation, and open house boards, there are currently six draft "priorities" that the Vision Plan will recommend a future comprehensive planning effort focus around. The updated vision statement focuses on community engagement, ensuring a high quality of life for residents, and ensuring that forward momentum and progress are driven by the existing diverse community. Goals for **Social Well-Being** center around increasing economic mobility, improving community facilities and resources, creating job-skills training programs, and making Newburgh a safe and clean community with opportunities in the arts. **Governance** includes goals related to encouraging civic engagement and keeping residents informed, as well as maximizing the City's ability to apply for grant funding, measuring local officials' accountability, and recognizing the fundamental need for healthy economic growth. Goals for **Housing** include navigating how to balance increasing investment while avoiding displacement in Newburgh, streamlining approvals to ensure new development comes to the

City of Newburgh

Vision Plan

City, maintaining affordability, cataloguing the existing housing stock, and promoting homeownership. Revisions and updates to goals for **Natural Environment** include recognizing the significance of the Hudson River and promoting its ongoing health, creating connections to green space, redeveloping brownfields, promoting environmental preservation, ensuring proper management of regional resources such as air quality and drinking water, and providing opportunities for urban farming. **Economic Development** goals include a focus on the expansion of Stewart Airport, recreating a deep water port in Newburgh, identifying an appropriate benchmark for tax incentives, providing job-training, promoting Newburgh as a creative hub, creating a vibrant downtown business district, and renewing interest in regional tourism to create a new brand for the City. The **Transportation** goals include improving the condition of roads and sidewalks, streetscapes, bus service, and regional multi-modal public transit, and reducing automobile dependency. **Municipal Services** goals address infrastructure in the City, including improving waste removal, utilities infrastructure, decreasing the cost of services, prioritizing public safety, developing grey water infrastructure, and reducing waste and impervious surface. Finally, **Land Use and Zoning** goals include encouraging waterfront redevelopment, reutilizing consolidated institutional land, removing barriers in the zoning code, improving open space access and creating a continuous public walkway along the waterfront, creating additional recreation areas, and a database of land uses.

Frank Fish, BFJ Planning, discussed the next steps in the process, including a final draft of the Vision Plan by the end of the summer, followed by a Comprehensive Plan to be completed at some point in the future. After the completion of the Comprehensive Plan, any potential changes to zoning and capital budget will be a part of the implementation process. Throughout this process, from the Vision Plan to ongoing implementation, community outreach will be a focus, and will include a variety of ways to communicate with the public and gain meaningful feedback. Finally, Mr. Fish introduced the open house exercise, where members of the public were invited to comment on the draft vision statement, priorities, and goals for the Plan's eight topic areas.

Ali Church, City of Newburgh, announced that, in addition to the online survey, the City will be working with volunteers on an ongoing basis to gain additional feedback on goals and priorities for the vision for Newburgh via "Block Captain Surveys." The surveys were made available in stacks of 10 at the meeting, and Ms. Church requested that volunteers take stacks and begin to visit their friends and neighbors and fill out the four question survey, which can be returned to Deirdre Glen, Director of Economic Development for the City of Newburgh. Ms. Glen's contact information is available on the Block Captain Survey.

Following the presentation, the public was invited to get coffee and walk around the room, write on boards, identify their priorities, indicate where changes to draft goals, priorities and vision statement should be made, and note where something is missing. Following the open house, the public was invited to comment or ask questions during an open town hall period. Comments and questions included the following:



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1. What is the point of advocating for Stewart Airport? Is the Vision much use? This has been discussed for years and nothing has happened.
 - a. There have been changes recently, including renewed interest by the State and investment for the expansion of the customs terminal to allow international airlines to expand operations. The City can advocate to the County and State in order to indicate Newburgh's support of this continued expansion, and to ensure that the City benefits directly from it through local hiring, expanded transit options and improved connectivity.
2. The City is having trouble with its current operations and has many day to day fixes to make- why should we be asking for so much in a Vision Plan? Shouldn't this be focused on smaller requests?
3. People who live in the flight path to Stewart Airport are concerned about adverse environmental and noise effects of expansion. This should be considered and balanced with the potential growth there.
4. As noted in the 2008 Plan, multi-modal expansion, including rail, light rail, and ferry expansion are also important in addition to the bus.
 - a. These are all noted, but hard rail is always the most expensive option.
5. Newburgh Urban Food and Farm Initiative is already happening and should be noted in the plan.
6. Orange County Transportation Committee – Newburgh has a permanent vote and residents aren't aware of what is going on, should have a voice in advocating with the County for improved transportation.
7. Bulk pick up should focus on refrigerators, air conditioners, old cars, which have contaminants that are particularly noxious to the environment.
8. Is there a difference between a comprehensive plan and a master plan?
 - a. No, they are the same thing.
9. Passive infrastructure systems for grey water are better than adding new infrastructure which the City can't afford or maintain.
10. There are fewer people at the end of this workshop than there were at the beginning, and each workshop has had fewer attendees. There is a need to improve outreach and ensure that residents are engaged so that they have a sense of ownership over the plan and see that their voice has been heard.



11. Water quality is the most important issue, and should be fundamental to the vision. Without clean drinking water, there can be no economic development. The water supply and watershed should be prioritized, regional organizations including the Department of Transportation are responsible for the deteriorating quality of natural resources and this should be taken into consideration. Newburgh should be a healthy, livable city first.
12. There is a problem with PFOS in the water, but there are also other waterway issues

that should be mentioned, not just drinking water.

13. Education is another issue that must be prioritized- Newburgh has a good school system and should be promoting this as a feature to attract new residents. Improving and expanding opportunities for those who are not academically inclined in order to keep kids in school is important for the City's future.
14. Light pollution is an issue in Newburgh – street lights are very high up, when they are changed, they should use a fixture that keeps lights closer to the street and sidewalk.
15. Waterfront development could be problematic – building in a floodplain is an issue as sea levels continue to rise.
16. The local watershed has been overdeveloped and pollution is an issue.
17. Additional public outreach could include asking bodegas and coffee shops to publicize the survey, and help reach more people in a way that is accessible. Faith based groups could also be helpful.
18. The airport hasn't always been about Newburgh – it's important that the City advocate for itself in its expansion.
19. Ensure that transit reaches job centers including Stewart Airport, Legoland, Woodbury Commons.
20. Developing in the downtown areas of Newburgh such as Liberty Street, where there is an established grid, while preserving the waterfront for future development, could be a preferred method of encouraging investment and economic development. Seeing the waterfront increase in value over time will yield a better result than developing it right away.
21. Marry the vision with the existing economic development zone in Newburgh, where there could be a focus on a specific area for agglomeration and controlled development.
22. Outreach to residents should ask "what is the city for you?" Newburgh is currently taking in many who are less fortunate and perhaps there should be greater emphasis on a "common sense business" approach.



City of Newburgh Vision Plan

**Public Workshop #3
June 18, 2018**



Agenda

- 1. Welcome**
- 2. Presentation (6:45 – 7:15)**
- 3. Coffee and Open House (7:15 – 8:00)**
- 4. Report Back/Q&A (8:00 – 8:30)**

Introductions

City of Newburgh

Torrance Harvey
Mayor

Michael G. Ciaravino
City Manager

Deirdre Glenn
Director of Planning and Development

Alexandra Church
City Planner

David Kohl
Economic Development Specialist

BEJ Planning

Frank Fish
Principal, FAICP

Simon Kates
Associate, AICP, LEED AP

Ariana Branchini
Planner, AICP

Tonight's Objectives

1. **Outline key takeaways from the second public workshop and focus group meetings.**
2. **Identify the top priorities that have emerged for the Vision Plan.**
3. **Open House to review draft Vision Statement, Priorities, and Goals.**

Why Start with Vision Plan?

- Get public input on the Vision and Goals from Newburgh's existing Comprehensive Plan (*Plan-It Newburgh*, 2008)
- Create a framework of key issues to address and opportunities to build upon in a future comprehensive plan.
- Serve as a foundation for the City to update it's Comprehensive Plan.



City of Newburgh
Vision Plan

Public Workshop 3—June 18, 2018
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Why update Newburgh's vision now?

The current Newburgh Comprehensive Plan was adopted in 2008.

An update of the plan will reflect current demographics, recent plans, and up to date planning principles

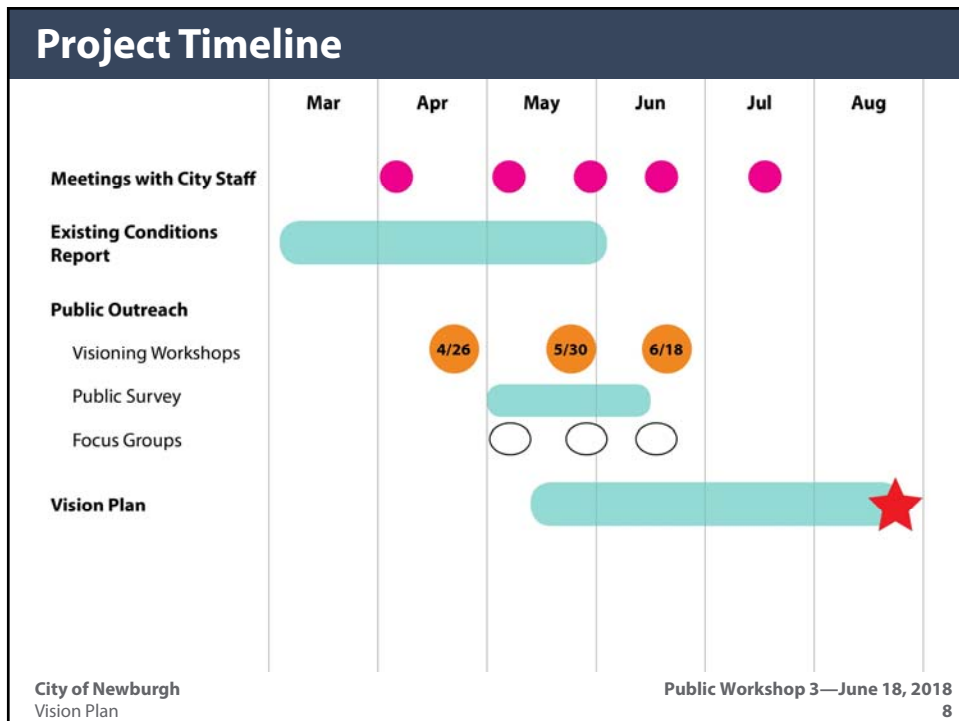
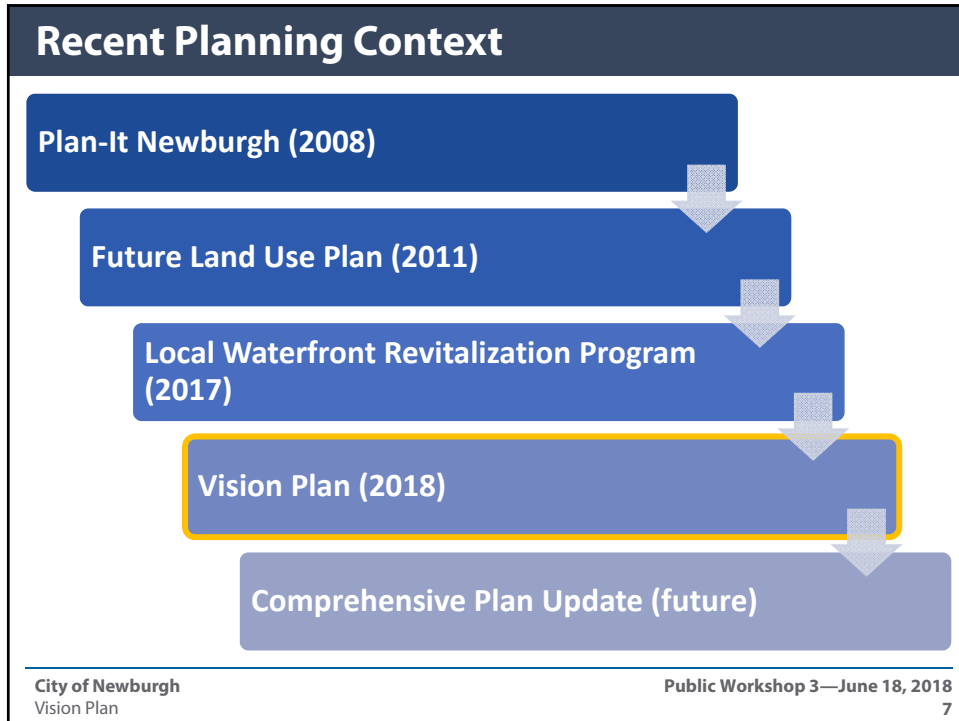
Opportunity to help the City respond to changing regional and economic trends.

Help prioritize implementation for existing recommendations and plans.



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Newburgh Vision Plan Elements/Chapters

- 1. Introduction**
- 2. Existing Conditions**
- 3. Vision and Goals**
 - Vision Statement
 - Goals
 - Social Well-Being
 - Governance
 - Housing
 - Natural Environment
 - Economic Development
 - Transportation
 - Municipal Services
 - Land Use and Zoning
- 4. Implementation**

Feedback from Public Workshop #2

Social Well-Being:

- Connectivity and public transportation
- Economic mobility
- Accessibility to existing resources and communication

Governance/Municipal Services

- Condition of streets and sidewalks
- Unified communication plan

Housing

- Tax issue
- Incentives to fix up homes
- Define “affordable” and seek funding from County/State



Feedback from Public Workshop #2

Natural Environment

- 10 minute walk to green space
- Reinstate bulk pick up

Economic Development:

- Expansion of Stewart Airport
- Job training
- Seek grant funding

Transportation

- Prioritize multi-modal transportation
- Integrated transit systems
- Bicycle infrastructure



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Vision Plan

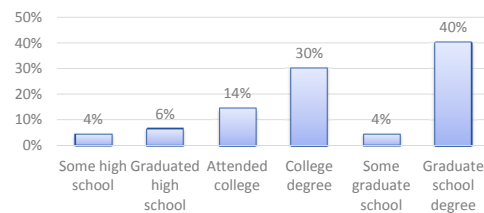
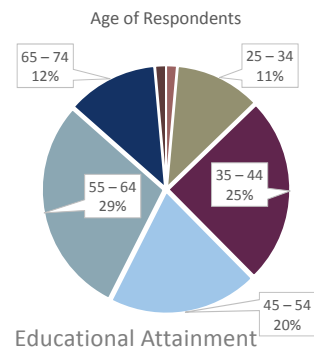
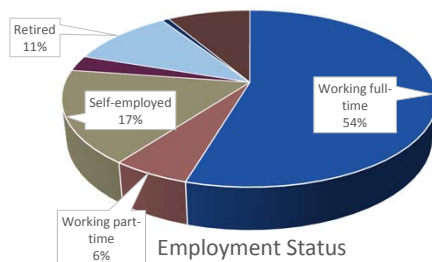
Public Workshop 3—June 18, 2018

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Public Survey Responses: a Snapshot

Responses: 200+

- 35% of respondents have lived in Newburgh for 20+ years. Nearly 20% have lived here for 0-2 years.
- The highest percentage of respondents were 55-64 years old.
- More than half of respondents worked full-time.
- 40% of respondents had a graduate school degree.
- 70% identified as "Non-Hispanic White"



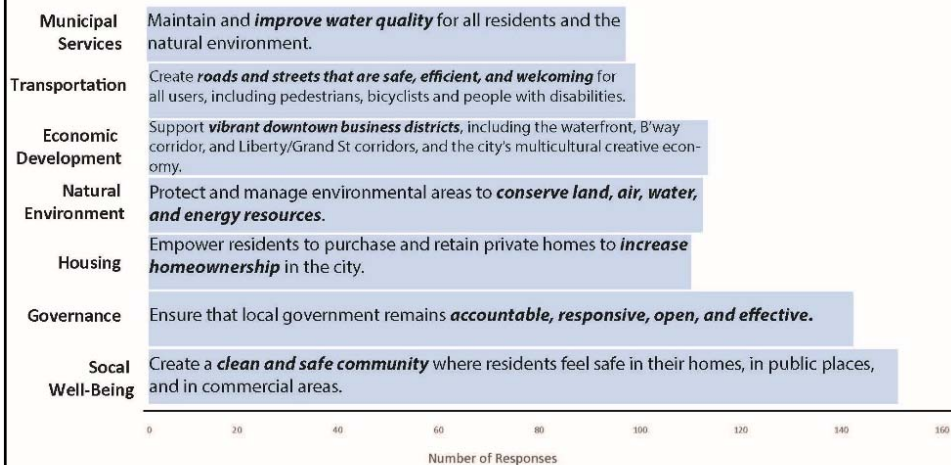
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Vision Plan

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Public Survey Responses: a Snapshot

Top Goals per Topic Area



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Vision Plan

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Public Survey Responses: a Snapshot



Take the survey, we want to hear from you!



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Vision Plan

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Focus Group: Housing

The **Housing Coalition** has been meeting since 2016, established to create a coalition of housing advocates.

Composed of representatives from approximately 30+ organizations, State-level initiatives (ESPRI), Habitat for Humanity, Newburgh Community Land Bank.

Key priorities:

- Rehabilitation of existing housing stock
- Affordability
- Livability
- Homeownership
- Data Collection, Transparency, Accountability

Next steps:

- Identify recommendations that cut across key priorities/themes.
- Work on Comprehensive Plan update.



City of Newburgh
Vision Plan

Public Workshop 3—June 18, 2018

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Focus Group: Open Space

Scenic Hudson is working with Riverfront Communities to create jobs, generate tax revenue, and let people enjoy the beauty of the waterfront.

Key priorities:

- Form partnerships with key stakeholders to identify issues Newburgh residents face.
- Create a dynamic set of recommendations using open space as a tool to improve Newburgh.

Next steps:

- Coordinate outreach efforts in order to help advance Comprehensive Plan update.
- Provide recommendations geared around open space solutions for each chapter of the Comprehensive Plan.



City of Newburgh
Vision Plan

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Focus Group: Economic Development

The **Economic Development Committee** includes community leaders, business, and property owners involved with public and private development in Newburgh. Members of the committee have worked with the City to coordinate initiatives that provide assistance to businesses, individuals, and nonprofits to increase economic and job growth.

Key priorities:

- Create new strategies for attracting jobs, new businesses to Newburgh
- Connectivity and waterfront access
- Thriving arts and culture sector
- Property renovation and adaptive reuse in the CBD and waterfront
- Small business growth
- Necessary infrastructure improvements

Next steps:

- Work on Comprehensive Plan update.

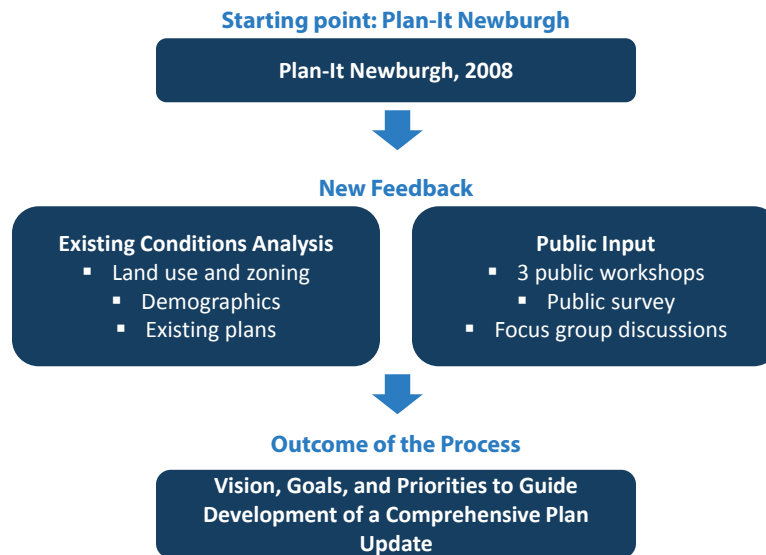


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Vision Plan

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Updating the Vision and Goals



Vision Plan Priorities

1. Advocate for the continued **expansion of Stewart Airport.**
2. Work with Orange County to **improve bus service** in Newburgh.
3. Prioritize **road maintenance** and improve **sidewalk conditions.**
4. Promote **private investment**, by encouraging development of the waterfront as advocated in previous plans.
5. Preserve **affordable housing** by creating opportunities to improve existing housing stock and **promote homeownership** by existing residents.
6. Improve **sustainability and access to open space** for Newburgh residents.

Vision

"Newburgh will be known for **engaging with its residents** to generate creative ideas to rebrand the City as a forward-thinking, equitable, and sustainable place.

Newburgh will **mindfully leverage its natural resources**, regional location, and historic beauty to **improve the quality of life for residents** through opportunities to create and invest in the city.

Newburgh's existing **diverse community** will continue to enhance and energize the City's **forward momentum**, to ensure renewal brings progress, inclusiveness, stability, and hope for all residents."

Social Well-Being

Goals:

1. **Reduce poverty** and **increase economic mobility** by improving access to transit, jobs, and educational opportunities.
2. Provide **community facilities and resources** for older adults, people with disabilities, and young people to encourage an active lifestyle.
3. Partner with local educational institutions and nonprofits to **create job skills training programs**, providing residents with tools to find work in new markets, including building trades, film/tourism, and technology.
4. Ensure that Newburgh is a **safe community** with an **effective rehabilitation system** for formerly incarcerated people.
5. Support and publicize **opportunities in the arts** and the city's architectural heritage to promote cultural tourism, economic development, and image building.
6. Create a **clean community** through a well-organized and publicized litter and waste removal effort, including sustainability initiatives such as composting, recycling, and alternative energy.



Governance

Goals:

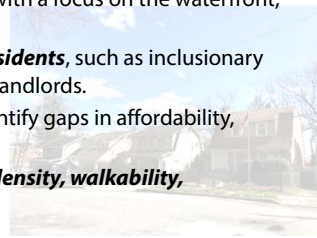
1. Partner with local community organizations to identify new ways to reach residents and **encourage civic engagement**.
2. Identify **new channels for the City to inform residents** of opportunities to provide input in local decision-making processes so that residents can communicate their needs and voters are more engaged in local elections.
3. Create a unified communication plan that connects City agencies and departments with civic organizations and nonprofit groups to **maximize Newburgh's ability to apply for grant funding** opportunities and address capacity issues.
4. Create clear measures for **accountability of local officials** to ensure government remains open, responsive, and effective.
5. Ensure that local officials recognize the **fundamental need for healthy economic growth**, including an increased tax base, to create a more balanced tax system for residents.



Housing

Goals:

1. Identify strategies to **increase investment while avoiding displacement in Newburgh** to improve quality of life for existing residents.
2. Establish a **supportive committee** to coordinate, facilitate, and advocate for safe and accessible housing for tenants, homeowners, and potential new residents.
3. Focus on the environmentally safe **rehabilitation of the existing housing stock**, with mixed uses where appropriate, to increase the full spectrum of housing options from shelters to owner occupied units.
4. **Increase homeownership** of existing residents by partnering with local lending institutions, providing educational programs, and exploring other incentive programs.
5. **Streamline the approvals process** for new development, , with a focus on the waterfront, Broadway, and adjacent neighborhoods.
6. Identify strategies to **maintain affordability for existing residents**, such as inclusionary zoning, rent stabilization, and improved relationships with landlords.
7. **Record characteristics of the existing housing stock** to identify gaps in affordability, quality, and accessibility to transit.
8. Improve livability by encouraging **housing that promotes density, walkability, accessibility**, and an active, engaged lifestyle for residents.



Natural Environment

Goals:

1. Highlight the **significance of the Hudson River** as a defining feature of Newburgh's landscape and an important resource for future economic and environmental health by improving water quality, and mitigating the effects of storm surges and sea level rise.
2. Create equitable **connections between neighborhoods and green space**, ensuring that all residents have a maximum 10-minute walk to open space areas.
3. **Redevelop brownfields** in order to reduce environmental contamination, increase investment, and expand the tax base.
4. Recognize the importance of **environmental preservation, sustainability, and outdoor recreation**, and links to quality of life, future development, and growth.
5. Work with surrounding municipalities to limit light and noise pollution and **ensure proper management of regional resources**, including air quality, drinking water, energy, and land.
6. Provide **opportunities for urban farming and improved access to local agriculture** to limit the environmental impact of food production and improve public health.



Economy

Goals:

1. Advocate to the County, State, and MTA for **expanded operations at Stewart Airport**, local hiring, and improved connections from Stewart Airport to Newburgh and commuter rail.
2. Explore possibilities to **recreate a deep-water** port through construction of a public pier and dock for deep-water vessels and ferries.
3. Identify an appropriate **benchmark for tax incentives**, such as PILOTs, to attract investment while expanding the tax base.
4. Partner with local educational institutions to **provide job training programs** to build a skilled local workforce ready for opportunities in burgeoning industries including tourism, technology, special events, and film.
5. Promote Newburgh as a **creative hub and destination** for its historic lineage, natural landscape, and architectural heritage.
6. Create a **vibrant downtown business district** by facilitating entrepreneurship, developing business clusters in priority industries, and improving streetscapes.
7. Capitalize on waterfront location, access to a growing airport and future global hub, and Victorian-era architecture and Revolutionary War history, to **renew interest in regional tourism and create a new brand** for the City.



Transportation

Goals:

1. Improve the **condition of roads and sidewalks** and prevent deterioration and deferred maintenance by implementing a schedule and payment plan for regular upkeep.
2. **Improve bus service** by working with Orange County to expand routes and increase frequency.
3. Expand **regional multi-modal public transit** opportunities by connecting Newburgh to job centers, including Stewart Airport and Beacon, with regular service seven-days-a-week to accommodate those who commute at off-peak hours and on weekends.
4. **Reduce automobile dependency** and accommodate the large portion of residents who do not drive by promoting transit-oriented development, improving the taxi system, and encouraging ride-sharing and bike-sharing programs.
5. Improve streetscapes throughout the City to include **bike infrastructure, pedestrian safety measures, and aesthetic improvements.**



Municipal Services

Goals:

1. Improve the system for **waste removal**, including reinstating bulk pick up, and expanding the recycling program to include compost.
2. Improve **utilities infrastructure**, including gas, water, wastewater, stormwater, and the sewage treatment plant, and create an ongoing maintenance plan.
3. Create a capital plan to **decrease the cost** of municipal services.
4. Prioritize **public safety** by providing support for local police and fire departments.
5. Develop environmentally sustainable systems for **distribution of grey water** for urban tree watering, community gardens, and public green space.
6. **Reduce waste and impervious surfaces.**



Land Use and Zoning

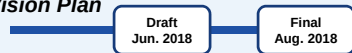
Goals:

1. Improve Newburgh's waterfront by encouraging **redevelopment of vacant and underutilized properties** on the Hudson River in an environmentally conscious way.
2. **Reutilize consolidated institutional land** for mixed-use or residential use, according to market demand, in order to return these properties to the tax rolls.
3. **Remove barriers in the zoning code** to facilitate development, rehabilitation, and construction.
4. Improve access to open space and the public waterfront, including through a **continuous public walkway along the waterfront**.
5. Improve, redevelop, and **create additional recreational and open space areas**, including Newburgh Landing Park, extension of the public waterfront walkway, creation of South Street Park, and development of additional public and private recreation areas.
6. **Create a database** of land uses, including existing residential, commercial, and vacant and underutilized properties to encourage investment and reduce challenges to developers, investors, and residents seeking housing.



Next Steps

Vision Plan



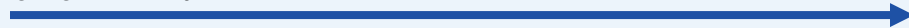
Comprehensive Plan



Zoning and Capital Budget



Ongoing Community Outreach



Regional Plan Association's (RPA) Vision for Newburgh

- Upgrade housing stock for compact urban living
- Identify anti-displacement measures
- Rehabilitate formerly blighted properties
- Bus rapid transit on Routes 17, 84
- Improve digital infrastructure
- Collaborate with local institutions for a "buy local" effort
- Create network of open space and green streets
- Transform former consolidated iron site into waterfront public park



ORG Permanent Modernity / RPA Fourth Regional Plan

Open House

Grab a coffee and visit the Open House...

- Visit boards on the Vision, priorities, and goals for the **8 topics** the Vision Plan will address:
 - Vision and Top Priorities
 - Social Well-Being
 - Governance
 - Housing
 - Natural Environment
 - Economy
 - Transportation
 - Municipal Services
 - Land Use and Zoning
- Report back/Q&A

For more information:

Take the public survey - Open through July 16

English: surveymonkey.com/r/NewburghVision

Spanish: surveymonkey.com/r/EncuestaVisionNewburgh

Keep an eye on the City's website throughout the process for updates:

www.cityofnewburgh-ny.gov/planning-development/pages/2018-master-plan-update

VISION STATEMENT & PRIORITIES

Newburgh Vision Plan, 2018

Newburgh will be known for engaging with its residents to generate creative ideas to rebrand the City as a forward-thinking, equitable, and sustainable place.

Newburgh will mindfully leverage its natural resources, regional location, and historic beauty to improve the quality of life for residents through opportunities to create and invest in the City.

Newburgh's existing diverse community will continue to enhance and energize the City's forward momentum, to ensure renewal brings progress, inclusiveness, stability, and hope for all residents.

Vision Plan Priorities

1. Advocate for the continued **expansion of Stewart Airport**.
2. Work with Orange County to **improve bus service** in Newburgh. ●●
3. Prioritize **road maintenance** and improve **sidewalk conditions**. ●
4. Promote **private investment** by encouraging development of the waterfront as advocated in previous plans. ● *AN WATERFRONT DEVELOPMENT SHOULD BE TAXED*
5. Preserve **affordable housing** by creating opportunities to improve existing housing stock and **promote homeownership** by existing residents. ●
6. Improve **sustainability and access to open space** for Newburgh residents.

GOALS

Newburgh Vision Plan, 2018

Social Well-being

1. **Reduce poverty** and **increase economic mobility** by improving access to transit, jobs, and educational opportunities.
2. Provide **community facilities and resources** for older adults, people with disabilities, and young people to encourage an active lifestyle.
3. Partner with local educational institutions and nonprofits to **create job skills training programs**, providing residents with tools to find work in new markets, including building trades, film/tourism, and technology.
4. Ensure that Newburgh is a **safe community** with an **effective rehabilitation system** for formerly incarcerated people.
5. Support and publicize **opportunities in the arts** and the city's architectural heritage to promote cultural tourism, economic development, and image building.
6. Create a **clean community** through a well-organized and publicized litter and waste removal effort, including sustainability initiatives such as composting, recycling, and alternative energy.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

Education

Partner w/ Institutions/Universities

I'm firmly opposed to poverty

These programs can't work until parents make sure students come to school.

Excelsior Program?
Marist/NFA Program?

Armory Program

PUBLIC ED

Not continue creation of "penal colony in downtown"

NO PRISON RELEASE RESIDENCES WITHIN CITY. PROGRAMS BUT NOT HOUSING.

Costs a small fortune and too many Newburghers refuse to take advantage of this.

GOALS

Newburgh Vision Plan, 2018

Governance

1. Partner with local community organizations to identify new ways to reach residents and **encourage civic engagement.**
2. Identify **new channels for the City to inform residents** of opportunities to provide input in local decision-making processes so that residents can communicate their needs and voters are more engaged in local elections.
3. Create a unified communication plan that connects City agencies and departments with civic organizations and nonprofit groups to **maximize Newburgh's ability to apply for grant funding** opportunities and address capacity issues.
4. Create clear measures for **accountability of local officials** to ensure government remains open, responsive, and effective.
5. Ensure that local officials recognize the **fundamental need for healthy economic growth**, including an increased tax base, to create a more balanced tax system for residents.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

① Redo the City's Website. x2
② Start A TV Show on Public Access
③ Respect Volunteers

△ Civic engagement grows from a sense of ownership & participation: give people an opportunity to be part of building, fixing, inviting

Have a Public review of City departments & Council & boards.

GOALS

Newburgh Vision Plan, 2018

Natural Environment

1. Highlight the **significance of the Hudson River** as a defining feature of Newburgh's landscape and an important resource for future economic and environmental health by improving water quality, and mitigating the effects of storm surges and sea level rise.
do you mean by building it up or protecting it?
2. Create equitable **connections between neighborhoods and green space**, ensuring that all residents have a maximum 10-minute walk to open space areas.
3. **Redevelop brownfields** in order to reduce environmental contamination, increase investment, and expand the tax base.
4. Recognize the importance of **environmental preservation, sustainability, and outdoor recreation**, and links to quality of life, future development, and growth.
5. Work with surrounding municipalities to limit light and noise pollution and **ensure proper management of regional resources**, including air quality, drinking water, energy, and land.
6. Provide **opportunities for urban farming and improved access to local agriculture** to limit the environmental impact of food production and improve public health.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

- * Urban Forest expansion *
- o Full Time Parks Department
- * Public Drinking fountains *

Maintain current view sheds
- Increase view sheds

extend walkway N + S

→ The Streets are our first open spaces. Make them green & accessible to all.

← Piece of 5 Brownfields. Some have been cleaned. Where R them on the City Map?
← Piece of Road/Rt. 52 - Take it by Eminent Domain + Develop Housing/math. loc.

o Purchase Buffers AROUND
Blossie's Pond/Washington Lake.

Newburgh Urban Farm Food Initiative

GOALS

Newburgh Vision Plan, 2018

Economic Development

1. Advocate to the County, State, and MTA for **expanded operations at Stewart Airport**, local hiring, and improved connections from Stewart Airport to Newburgh and commuter rail. *CAMPBELL HALL ~~train~~ to NYC - Stewart connection
Don't you mean Cornwall/Salebury Mills?*
2. Explore possibilities to **recreate a deep-water port** through construction of a public pier and dock for deep-water vessels and ferries. *Transportation from the train station to the airport to the airport, to Woodbury commons to Legoland (Eco-Shuttle Bus)*
3. Identify an appropriate **benchmark for tax incentives**, such as *10 yr* PILOTs, to attract investment while expanding the tax base. *CAPPED*
4. Partner with local educational institutions to **provide job training programs** to build a skilled local workforce ready for opportunities in burgeoning industries including tourism, technology, special events, and film. *Partner with Schools*
5. Promote Newburgh as a **creative hub and destination** for its historic lineage, natural landscape, and architectural heritage.
6. Create a **vibrant downtown business district** by facilitating entrepreneurship, developing business clusters in priority industries, and improving streetscapes. *sidewalks + lighting
+ Medians on B'way*
7. Capitalize on waterfront location, access to a growing airport and future global hub, and Victorian-era architecture and Revolutionary War history, to **renew interest in regional tourism and create a new brand** for the City.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

MAKING SURE THAT PROPER INVESTIGATION INTO ROUTES, # OF PLANES, NOISE POLLUTION, GENERAL QUALITY OF LIFE IN CITY

*NO PORTS FOR 'CRUISE SHIPS' OR 'BARGES'
IE. COMMERCIAL STOPPING = PARKING
Will this increase or decrease water quality?*

How do PILOTS expand the tax base?

RECREATE CONNECTION TO REGION.

soft skills

*FAB LAB
Partner w/ OCC & MSMC
to have curriculum
studio open to future
knowledge economy
workers + students
↳ MVP minimum viable product*

Hire a very hip, PR firm for Newburgh "What is hip?"

Broadway

↳ TURNING LEFT AT LIBERTY, NOT GOING FURTHER ON B.WAY.

+ Concerted effort to promote Newburgh as 'Open for business' - encouraging & supporting local business, development etc.

+ A pro-active strategic plan for Econ. Devel. & what do we want to attract & how to get it done... together!

GOALS

Newburgh Vision Plan, 2018

Housing

1. Identify strategies to **increase investment while avoiding displacement in Newburgh** to improve quality of life for existing residents.
2. Establish a **supportive committee** to coordinate, facilitate, and advocate for safe and accessible housing for tenants, homeowners, and potential new residents.
3. Focus on the environmentally safe **rehabilitation of the existing housing stock**, with mixed uses where appropriate, to increase the full spectrum of housing options from shelters to owner occupied units.
4. **Increase homeownership** of existing residents by partnering with local lending institutions, providing educational programs, and exploring other incentive programs.
5. **Streamline the approvals process** for new development, with a focus on the waterfront, Broadway, and adjacent neighborhoods.
6. Identify strategies to **maintain affordability for existing residents**, such as inclusionary zoning, rent stabilization, and improved relationships with landlords.
7. **Record characteristics of the existing housing stock** to identify gaps in affordability, quality, and accessibility to transit.
8. Improve livability by encouraging **housing that promotes density, walkability, accessibility**, and an active, engaged lifestyle for residents.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

→ Give investors incentive by providing tax abatement for the first few years of ownership of rental properties. This can allow for retention of existing tenants and ~~slow~~ incremental rent escalations.

→ Safe and accessible housing means move drug sell out ●

REDUCE SECTION 8 R. ABSENTEE LANDLORDS, TAX BASE ON THESE PROPERTIES SHOULD BE SAME AS PRIVATE HOMEOWNERS.

HELP CREATE FINANCING OPPORTUNITIES FOR LOCALS TO PURCHASE HOMES, I.E.

● Public Banking, Grants

● Public Bank of Newburgh ●

● NO Development on River Front... who will pay for the Flood Clean up?

GOALS

Newburgh Vision Plan, 2018

Municipal Services

1. Improve the system for **waste removal**, including reinstating bulk pick up, and expanding the recycling program to include compost.
2. Improve **utilities infrastructure**, including gas, water, wastewater, stormwater, and the sewage treatment plant, and create an ongoing maintenance plan.
3. Create a capital plan to **decrease the cost** of municipal services.
4. Prioritize **public safety** by providing support for local police and fire departments.
Cut P.P.T. Head Salary & City Manager Salary.
5. Develop environmentally sustainable systems for **distribution of grey water** for urban tree watering, community gardens, and public green space.
6. **Reduce waste and impervious surfaces.**

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

① WiFi The City. Verizon/Spectrum contracts should give benefits - TV program?

Focus bulk pick up on items with old refrigeration chemicals

② New Sewage Treatment Plant - A necessity before further waterfront development - Strickland
BIOREMEDIATION
Also, modern design will increase H&W Access!

No development where coastal flooding can happen.

Less frequent trash pick up

"Encourage" colleges to pay for muni svcs.

GOALS

Newburgh Vision Plan, 2018

Land Use & Zoning

1. Improve Newburgh's waterfront by encouraging **redevelopment of vacant and underutilized properties** on the Hudson River in an environmentally conscious way. *MMBC*
2. **Reutilize consolidated institutional land** for mixed-use or residential use, according to market demand, in order to return these properties to the tax rolls. *What does this mean?*
3. **Remove barriers in the zoning code** to facilitate development, rehabilitation, and construction.
4. Improve access to open space and the public waterfront, including through a **continuous public walkway along the waterfront**. *Quassaick Creek*
5. Improve, redevelop, and **create additional recreational and open space areas**, including Newburgh Landing Park, extension of the public waterfront walkway, creation of South Street Park, and development of additional public and private recreation areas.
6. **Create a database** of land uses, including existing residential, commercial, and vacant and underutilized properties to encourage investment and reduce challenges to developers, investors, and residents seeking housing.

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

- NO TAX FREE DEVELOPMENTS !!
- Only 3 public waterfront pieces left - we must keep open space. !
- Redevelopment when all residents support
- BEACON DEVELOPMENTS ARE GOOD EXAMPLE OF WHAT WE DON'T WANT TO DO.
- RIVERFRONT PARK w/ RECREATIONAL USE.
- MHC Public Safety T. Mid Bury, develop Tax base at waterfront

→ Accessory Dwelling units to support additional housing
→ See L.A. and Queens, NY
Large waterfront open space

REGIONAL ZONING FOR WATERSHED PROTECTION

• Stronga Guidelines for Parking.

Promote filling in empty businesses on B'way

GOALS

Newburgh Vision Plan, 2018

Transportation

1. Improve the **condition of roads and sidewalks** and prevent deterioration and deferred maintenance by implementing a schedule and payment plan for regular upkeep.
Plant trees + flowers = shade, safety, inviting
2. **Improve bus service** by working with Orange County to expand routes and increase frequency.
3. Expand **regional multi-modal public transit** opportunities by connecting Newburgh to job centers, including Stewart Airport and Beacon, with regular service seven-days-a-week to accommodate those who commute at off-peak hours and on weekends.
Regular
4. **Reduce automobile dependency** and accommodate the large portion of residents who do not drive by promoting transit-oriented development, improving the taxi system, and encouraging ride-sharing and bike-sharing programs.
5. Improve streetscapes throughout the City to include **bike infrastructure, pedestrian safety measures, and aesthetic improvements.**

What projects, policies, or partnerships should Newburgh pursue to achieve these goals?

Protected Bike lanes

** Change name of train station to Newburgh-Beacon
better integration of ferry info w/ MTA website*

⊙ Bike Stations || Bus Shelters

*Incentivize a Water Taxi Service
Ferry on Weekend!*

⊙ Inter-And. Transp. Conn. Connections

Nbs-Beacon Ferry Service

7-DAY Ferry Service - Jobs/Tourism, etc.

*⊙ MASTER Plan For PARKING! Open Space is Not for Autos
⊙ Service from uptown to waterfront
Limit Parking Lots + insist on permeability, charging station, Muni. Meter*

Ferry, Ferry, Ferry,

Passenger train on Newburgh Side!!

⊙ OPEN Bridge to 24/7 Bike lane!

Appendix D: Public Survey

May 24, 2018 – July 16, 2018

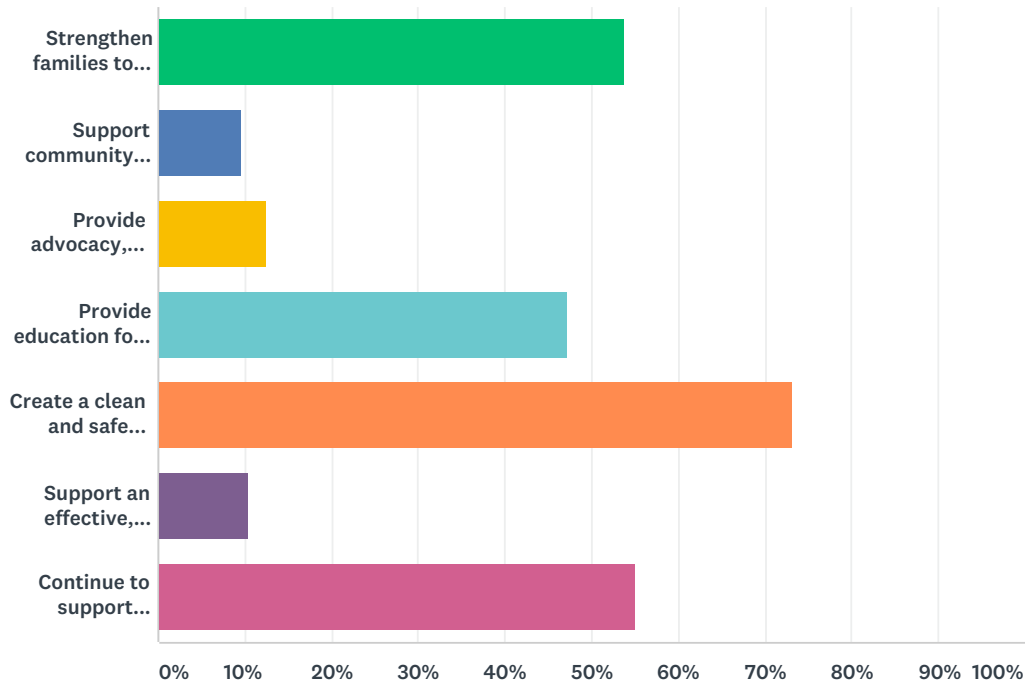
DRAFT

Q1 What word or phrase would you use to describe your vision for the future of Newburgh?

Answered: 266 Skipped: 14

Q2 Which of the following Social Well-Being goals do you think are most important for the future of Newburgh? (Please choose up to three)

Answered: 247 Skipped: 33



ANSWER CHOICES	RESPONSES	
Strengthen families to reduce the poverty level and improve outcomes for youth and children.	53.85%	133
Support community health programs.	9.72%	24
Provide advocacy, recreation, and social services to support older adults and people with disabilities.	12.55%	31
Provide education for children to develop academic, social, and technological skills.	47.37%	117
Create a clean and safe community where residents feel safe in their homes, in public places, and in commercial areas.	73.28%	181
Support an effective, just, and humane system of rehabilitation for formerly incarcerated people.	10.53%	26
Continue to support opportunities in the arts by promoting cultural tourism, economic development, and image-building.	55.06%	136
Total Respondents: 247		

Q3 Are any goals missing that are needed to support the Social Well-Being of the Newburgh community?

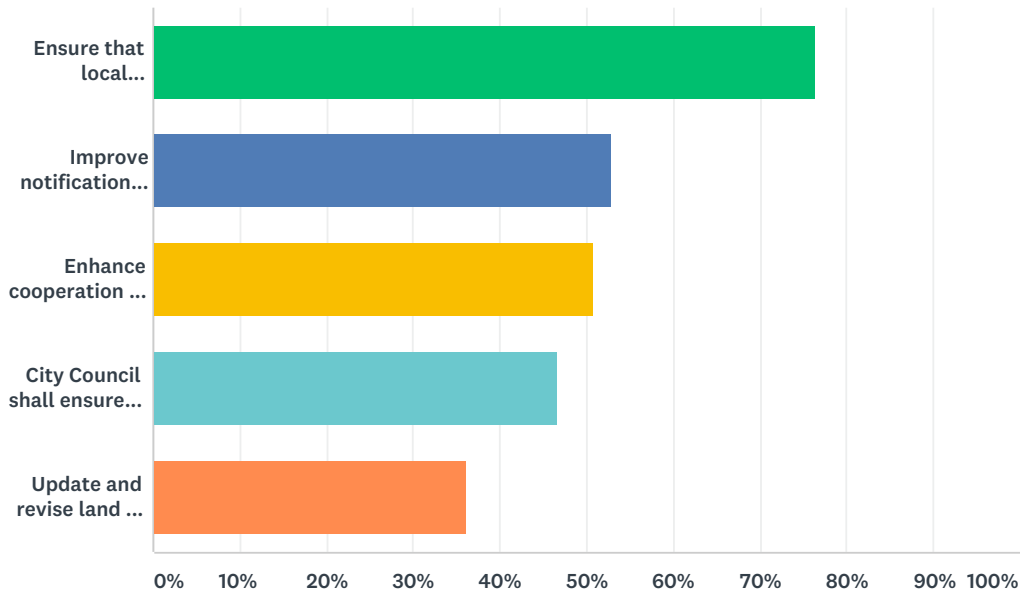
Answered: 170 Skipped: 110

Q4 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 201 Skipped: 79

**Q5 Of the following goals, which do you think are most important to involving the community in transparent and effective local government?
(Please choose up to three)**

Answered: 232 Skipped: 48



ANSWER CHOICES	RESPONSES	
Ensure that local government remains accountable, responsive, open, and effective.	76.29%	177
Improve notification, outreach, and use of technology to encourage community input and participation in the decision-making processes.	53.02%	123
Enhance cooperation and collaboration among public agencies, residents, and civic organizations.	50.86%	118
City Council shall ensure high standards of performance by all city departments, boards, commissions, and committees.	46.55%	108
Update and revise land use and zoning regulations to support the Master Plan.	36.21%	84
Total Respondents: 232		

Q6 Are any goals missing that are needed to improve Governance in Newburgh?

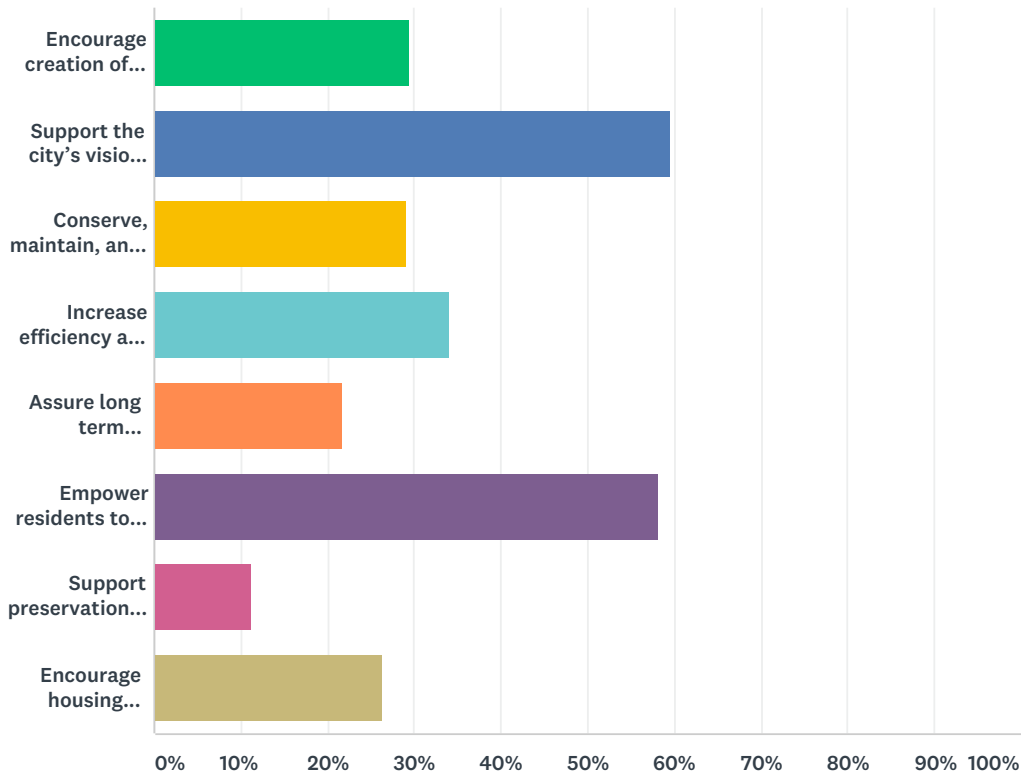
Answered: 147 Skipped: 133

Q7 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 139 Skipped: 141

**Q8 Of the following goals, which do you think will be most effective in providing a mix of housing types that supports the Newburgh community?
(Please choose up to three)**

Answered: 220 Skipped: 60



ANSWER CHOICES	RESPONSES	
Encourage creation of diverse housing types to meet the present and future needs of residents.	29.55%	65
Support the city's vision as a pedestrian friendly, livable, high-quality, and fully integrated community.	59.55%	131
Conserve, maintain, and expand the existing housing stock while encouraging new infill development.	29.09%	64
Increase efficiency and affordability for people to redevelop property.	34.09%	75
Assure long term availability of affordable housing opportunities.	21.82%	48
Empower residents to purchase and retain private homes to increase homeownership in the city.	58.18%	128
Support preservation and sustainability of public health and the environment.	11.36%	25
Encourage housing development through coordinated taxation, regulatory, administrative policies, and incentive strategies.	26.36%	58
Total Respondents: 220		

Q9 Are any goals missing that are needed to expand or improve the housing stock in Newburgh?

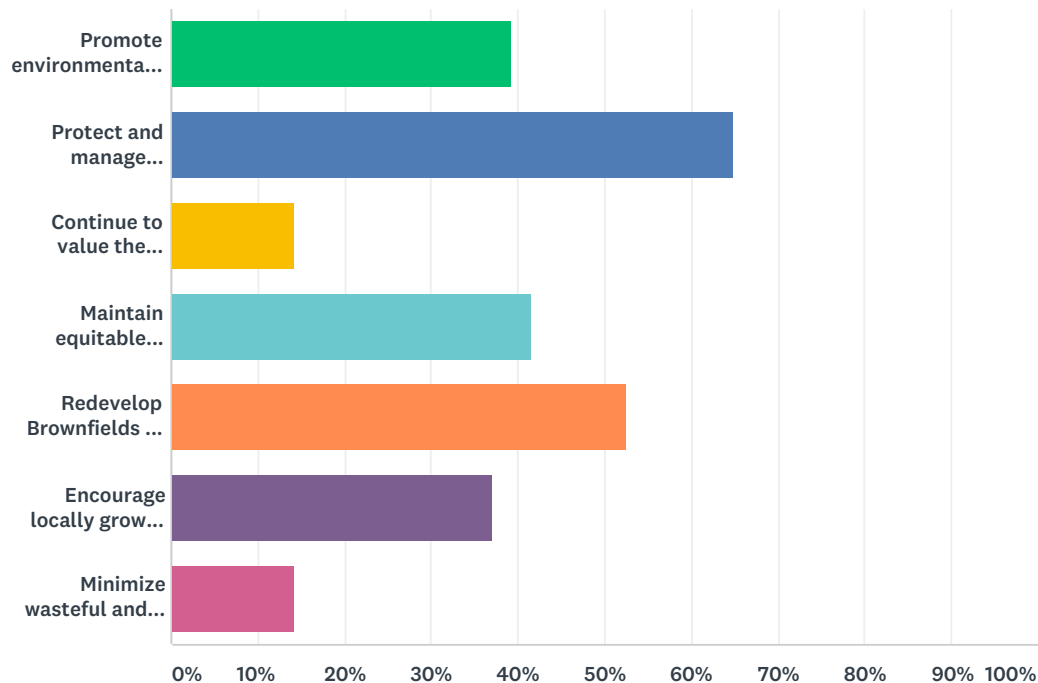
Answered: 145 Skipped: 135

Q10 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 142 Skipped: 138

Q11 Of the following goals, which do you think are most critical for protecting Newburgh's natural environment? (Please choose up to three)

Answered: 211 Skipped: 69



ANSWER CHOICES	RESPONSES	
Promote environmental education and design to create a healthy and desirable community.	39.34%	83
Protect and manage environmental areas to conserve land, air, water, and energy resources.	64.93%	137
Continue to value the quality of clean air.	14.22%	30
Maintain equitable distribution and interconnectedness of parks and open spaces.	41.71%	88
Redevelop Brownfields and ensure that new and existing businesses/development contribute no new contamination to soil and groundwater.	52.61%	111
Encourage locally grown food with minimal environmental impact.	36.97%	78
Minimize wasteful and unnecessary contributions to urban light pollution.	14.22%	30
Total Respondents: 211		

Q12 Are any goals missing that are needed to improve Newburgh's natural environment?

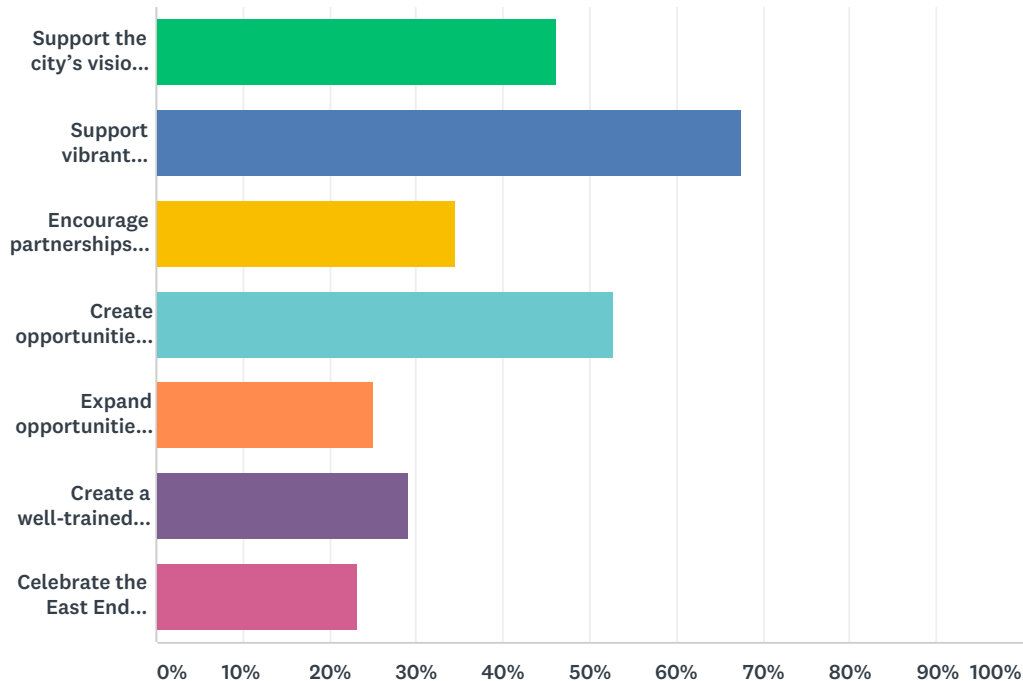
Answered: 127 Skipped: 153

Q13 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 105 Skipped: 175

Q14 Of the following goals, which do you think are most critical for promoting shared economic prosperity? (Please choose up to three)

Answered: 203 Skipped: 77



ANSWER CHOICES	RESPONSES	
Support the city's vision as a walkable, livable, and fully integrated community.	46.31%	94
Support vibrant downtown business districts, including the waterfront, Broadway corridor, and Liberty/Grand Street corridors, and the city's multicultural creative economy.	67.49%	137
Encourage partnerships between the public- and private-sectors to foster new business creation and expansion.	34.48%	70
Create opportunities for Newburgh's workforce in secure, adequately paying jobs, with opportunities at all income levels.	52.71%	107
Expand opportunities for new and increased public and private investment in the local economy.	25.12%	51
Create a well-trained, adaptive workforce, with skills for an entrepreneurial economy.	29.06%	59
Celebrate the East End Historic District as a local and regional attraction.	23.15%	47
Total Respondents: 203		

Q15 Are any goals missing that are needed to boost the local economy?

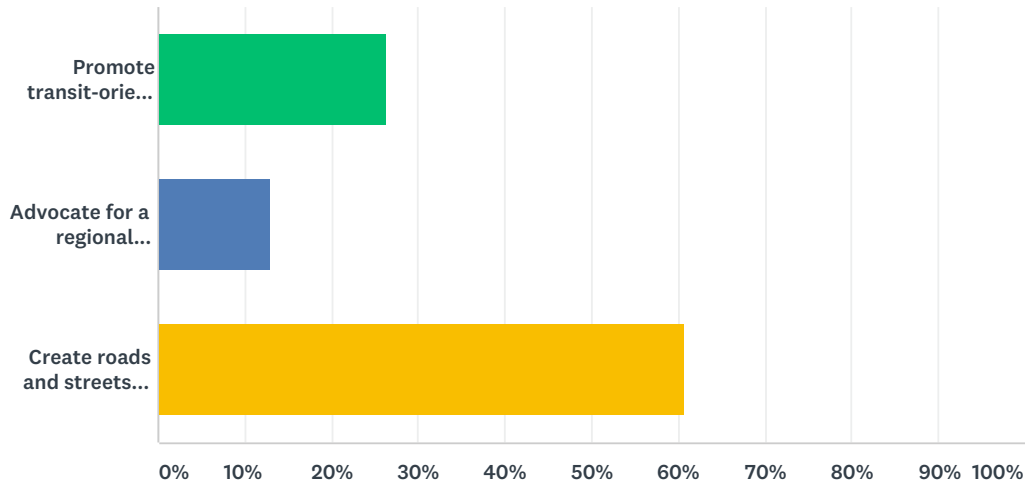
Answered: 118 Skipped: 162

Q16 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 104 Skipped: 176

Q17 Of the following goals, which do you think will do the most to make it easier to get around Newburgh? (Please choose one)

Answered: 201 Skipped: 79



ANSWER CHOICES	RESPONSES	
Promote transit-oriented initiatives and public transportation that reduce automobile dependency and greenhouse gasses.	26.37%	53
Advocate for a regional transportation system that encourages visitors to take advantage of Newburgh's arts and cultural scene.	12.94%	26
Create roads and streets that are safe, efficient, and welcoming for all users, including pedestrians, bicyclists and people with disabilities.	60.70%	122
Total Respondents: 201		

Q18 Are any goals missing that are needed to create more effective transportation in Newburgh?

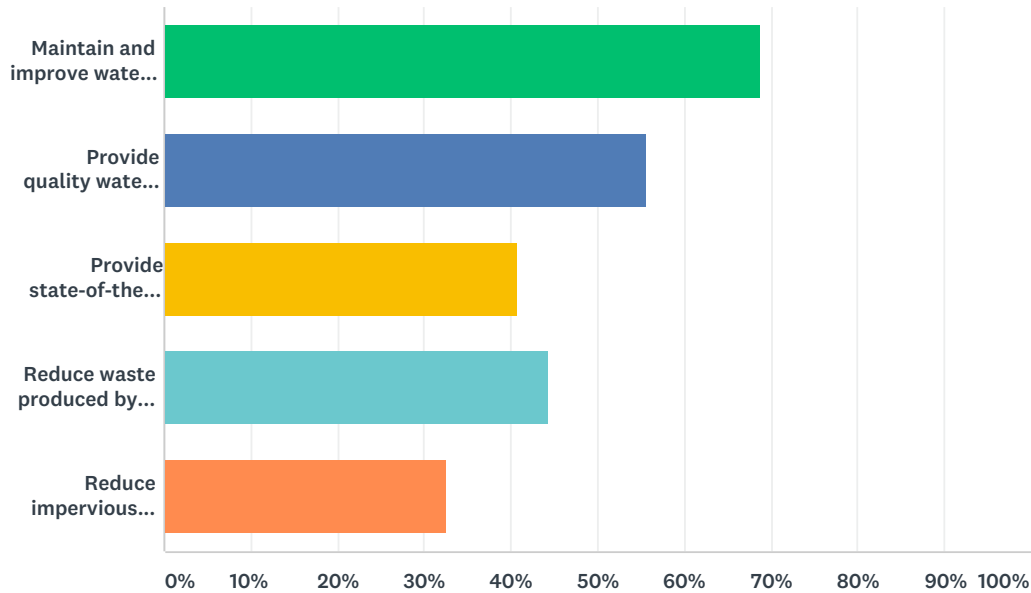
Answered: 123 Skipped: 157

Q19 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 99 Skipped: 181

Q20 Of the following goals, which do you think are most critical to support the city's infrastructure systems? (Please choose up to three)

Answered: 196 Skipped: 84



ANSWER CHOICES	RESPONSES	
Maintain and improve water quality for all residents and the natural environment.	68.88%	135
Provide quality water supply for residential, commercial, and industrial development, and environmental systems.	55.61%	109
Provide state-of-the-art wastewater treatment.	40.82%	80
Reduce waste produced by residents, government, organizations, and businesses.	44.39%	87
Reduce impervious cover and promote best practices of storm water management.	32.65%	64
Total Respondents: 196		

Q21 Are any goals missing that are needed to improve municipal services in Newburgh?

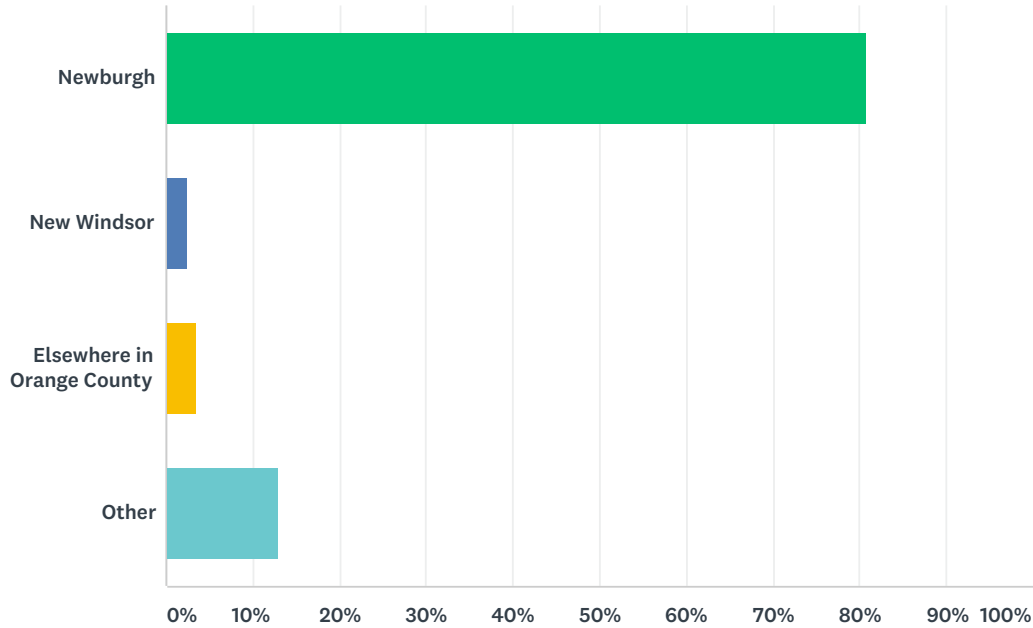
Answered: 94 Skipped: 186

Q22 Given limited financial resources, what strategies or partnerships should the City pursue to help the community achieve these goals?

Answered: 76 Skipped: 204

Q23 Where do you live?

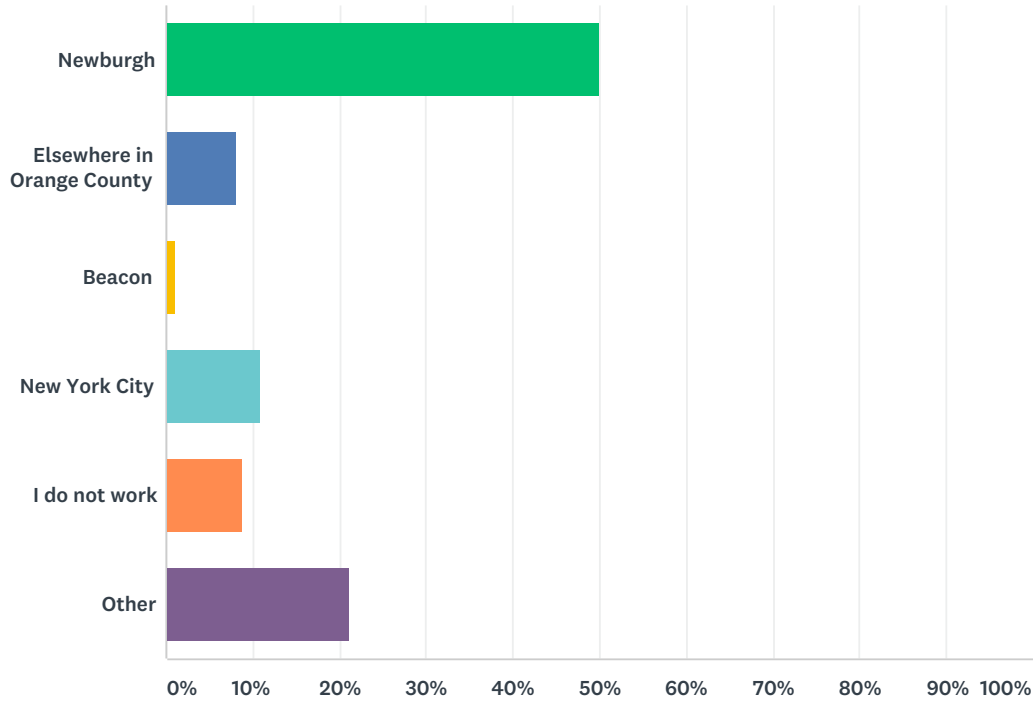
Answered: 192 Skipped: 88



ANSWER CHOICES	RESPONSES	
Newburgh	80.73%	155
New Windsor	2.60%	5
Elsewhere in Orange County	3.65%	7
Other	13.02%	25
TOTAL		192

Q24 Where do you work?

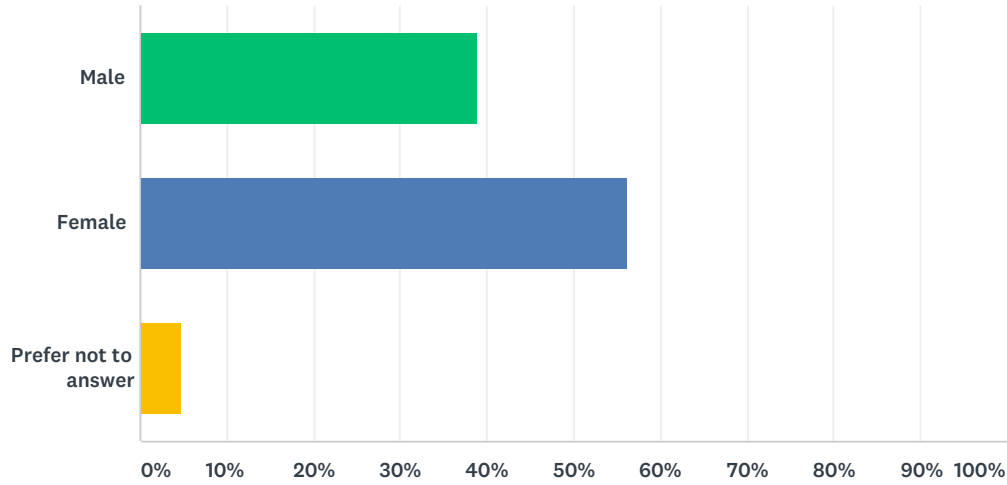
Answered: 194 Skipped: 86



ANSWER CHOICES	RESPONSES	
Newburgh	50.00%	97
Elsewhere in Orange County	8.25%	16
Beacon	1.03%	2
New York City	10.82%	21
I do not work	8.76%	17
Other	21.13%	41
TOTAL		194

Q25 What is your gender?

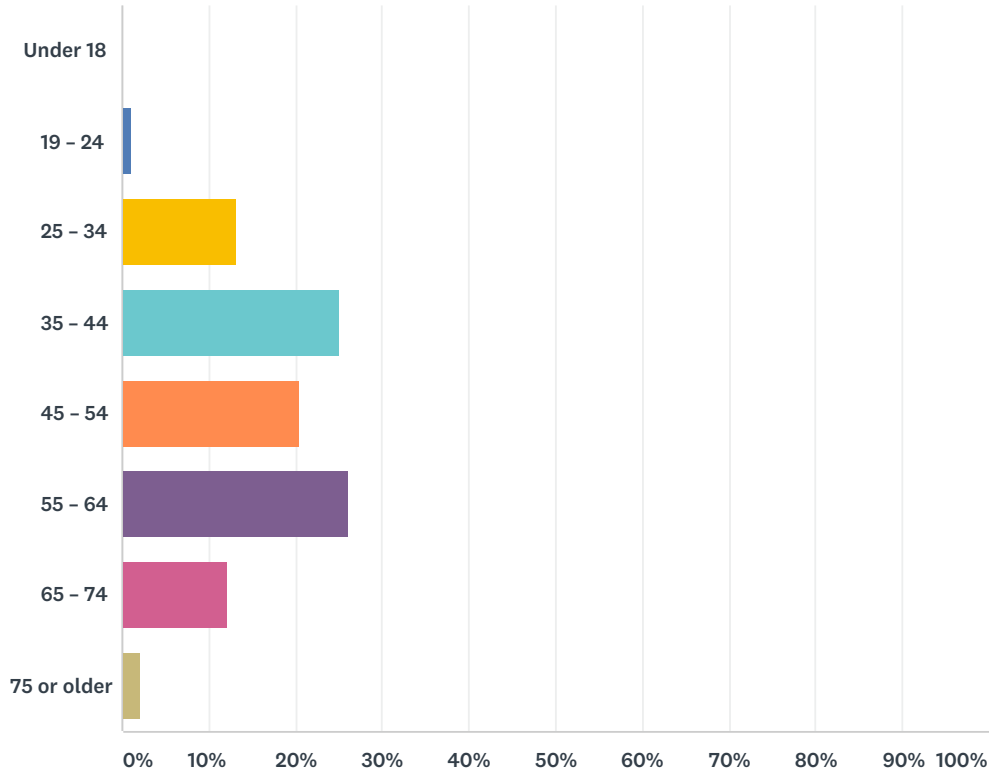
Answered: 190 Skipped: 90



ANSWER CHOICES	RESPONSES	
Male	38.95%	74
Female	56.32%	107
Prefer not to answer	4.74%	9
TOTAL		190

Q26 What is your age?

Answered: 191 Skipped: 89



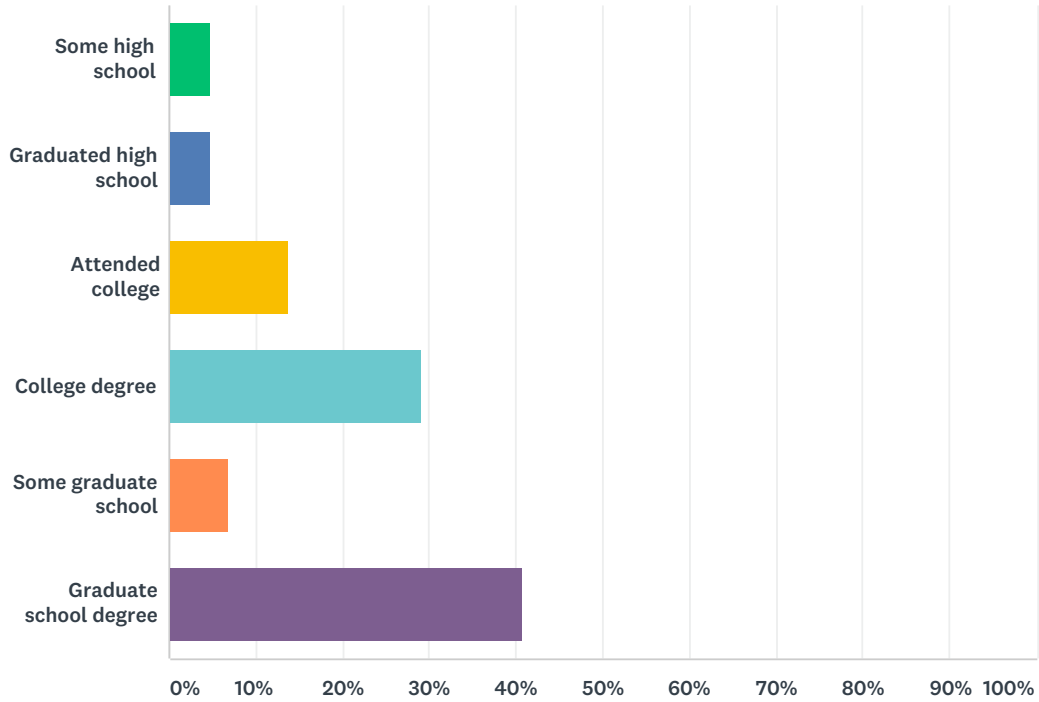
ANSWER CHOICES	RESPONSES	
Under 18	0.00%	0
19 – 24	1.05%	2
25 – 34	13.09%	25
35 – 44	25.13%	48
45 – 54	20.42%	39
55 – 64	26.18%	50
65 – 74	12.04%	23
75 or older	2.09%	4
TOTAL		191

Q27 How many people live in your household?

Answered: 183 Skipped: 97

Q28 What was the last level of formal education that you've completed?

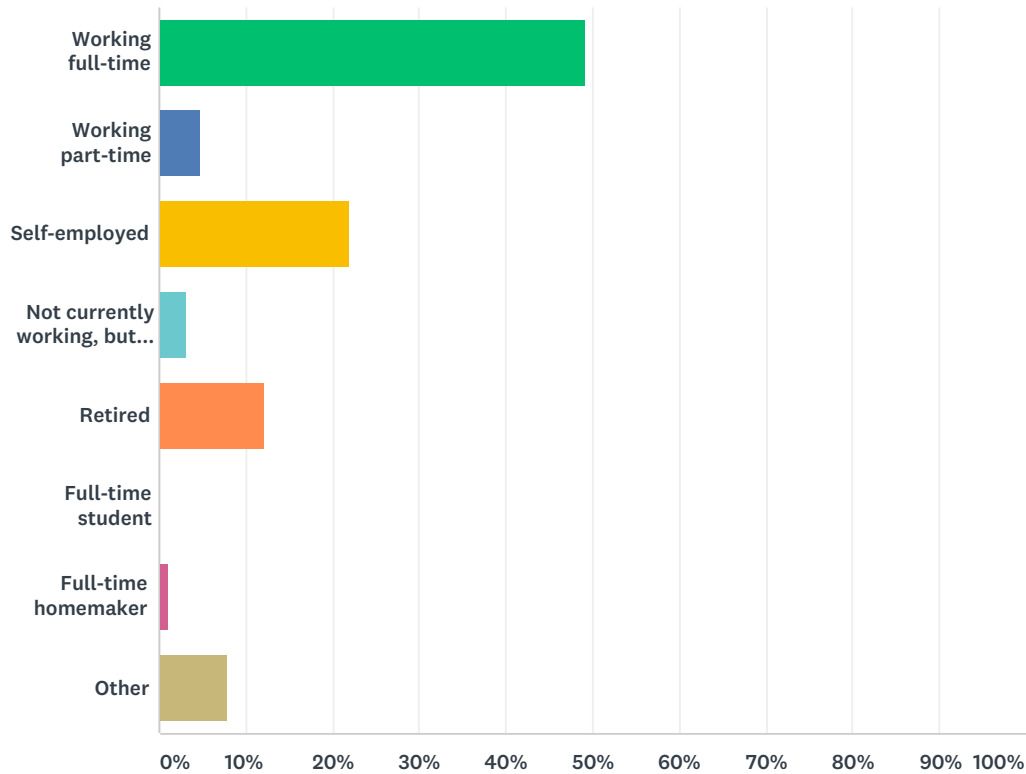
Answered: 189 Skipped: 91



ANSWER CHOICES	RESPONSES	
Some high school	4.76%	9
Graduated high school	4.76%	9
Attended college	13.76%	26
College degree	29.10%	55
Some graduate school	6.88%	13
Graduate school degree	40.74%	77
TOTAL		189

Q29 What is your current employment status?

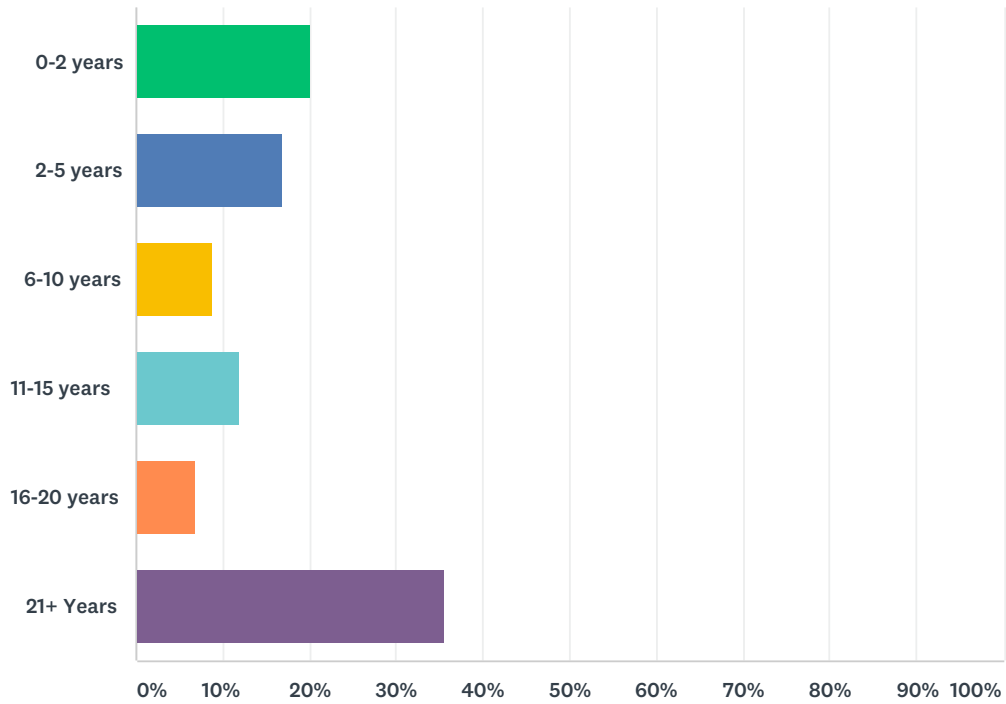
Answered: 191 Skipped: 89



ANSWER CHOICES	RESPONSES	
Working full-time	49.21%	94
Working part-time	4.71%	9
Self-employed	21.99%	42
Not currently working, but looking	3.14%	6
Retired	12.04%	23
Full-time student	0.00%	0
Full-time homemaker	1.05%	2
Other	7.85%	15
TOTAL		191

Q30 If you are a Newburgh resident, how long have you lived here?

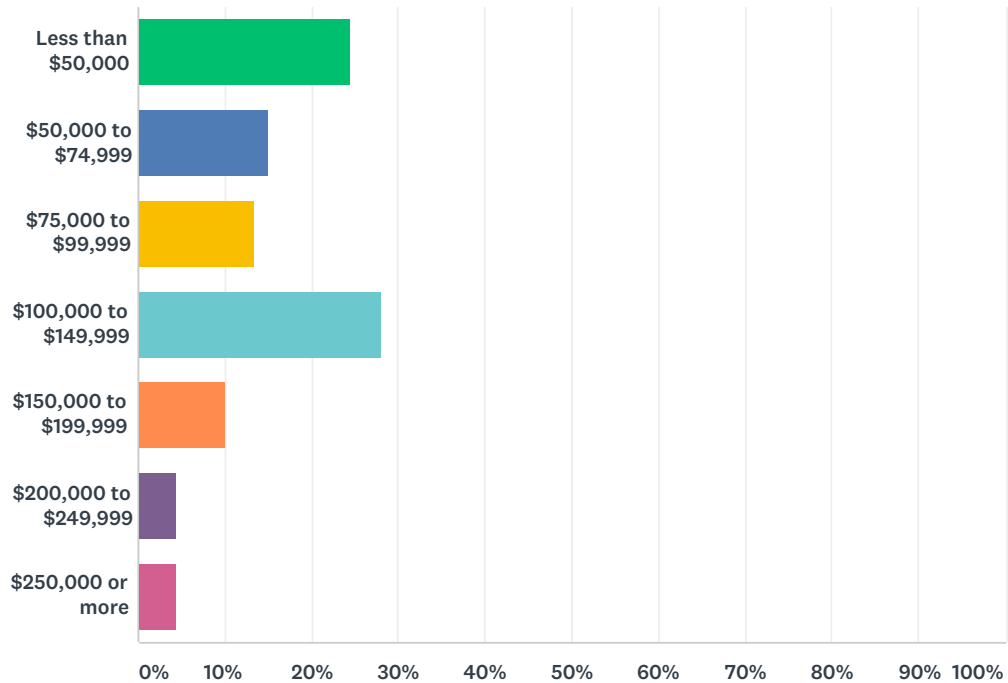
Answered: 160 Skipped: 120



ANSWER CHOICES	RESPONSES	
0-2 years	20.00%	32
2-5 years	16.88%	27
6-10 years	8.75%	14
11-15 years	11.88%	19
16-20 years	6.88%	11
21+ Years	35.63%	57
TOTAL		160

Q31 Which of the following best describes your annual household income?

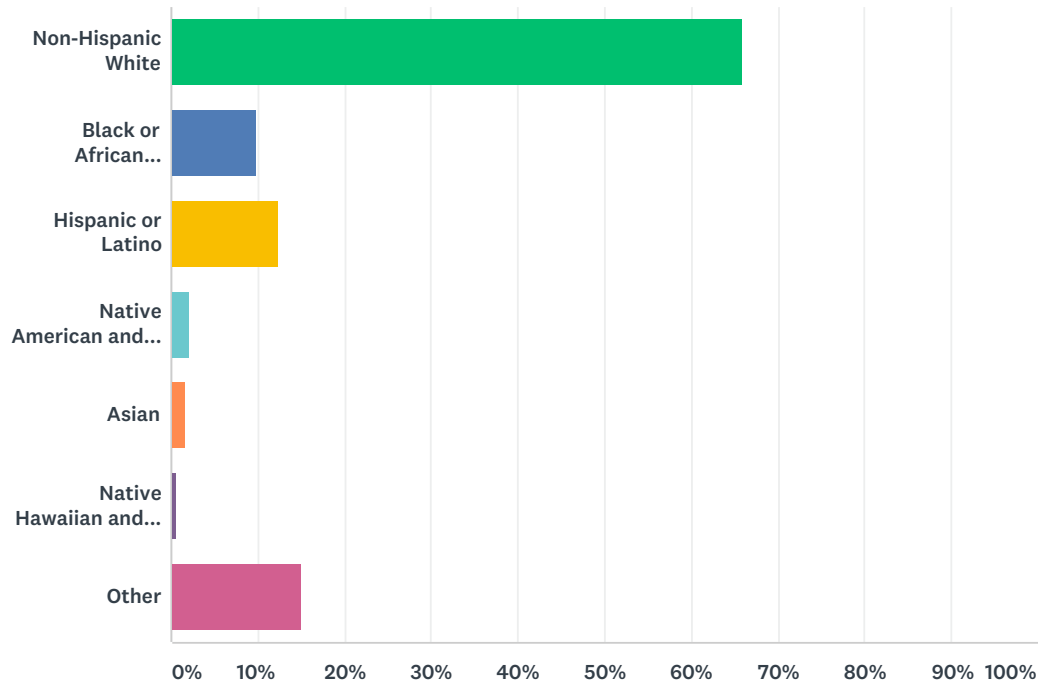
Answered: 179 Skipped: 101



ANSWER CHOICES	RESPONSES	
Less than \$50,000	24.58%	44
\$50,000 to \$74,999	15.08%	27
\$75,000 to \$99,999	13.41%	24
\$100,000 to \$149,999	27.93%	50
\$150,000 to \$199,999	10.06%	18
\$200,000 to \$249,999	4.47%	8
\$250,000 or more	4.47%	8
TOTAL		179

Q32 Which of the following best represents your racial or ethnic heritage? Please choose all that apply.

Answered: 185 Skipped: 95



ANSWER CHOICES	RESPONSES	
Non-Hispanic White	65.95%	122
Black or African American	9.73%	18
Hispanic or Latino	12.43%	23
Native American and Alaska Native	2.16%	4
Asian	1.62%	3
Native Hawaiian and Other Pacific Islander	0.54%	1
Other	15.14%	28
Total Respondents: 185		

ORDINANCE NO.: _____ - 2018

OF

AUGUST 13, 2018

AN ORDINANCE AMENDING SECTION 288-36.1(C) OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH TO CHANGE
THE HOURS OF PARKING PROHIBITED DURING STREET CLEANING OPERATIONS
ON ANN STREET FROM LIBERTY STREET TO MILL STREET

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Section 288-36.1 "Parking prohibited during street cleaning operations" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 288-36.1. Parking prohibited during street cleaning operations.

A. The City shall be divided into two sections, as defined below:

(1) Section 1: All streets to the south of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

(2) Section 2: All streets to the north of a line beginning at the western City line and continuing east on Broadway to the intersection of Broadway and West Street continuing north on West Street to the intersection of West Street and South Street continuing east on South Street to the intersection of South Street and Robinson Avenue/Route 9W and continuing south on Robinson Avenue/Route 9W to the intersection of Robinson Avenue/Route 9W and Broadway continuing east along Broadway to the intersection of Broadway and Washington Place and continuing south along Washington Place to the intersection of Washington Place and Washington Street and continuing east on Washington Street to the Hudson River.

B. There shall be alternate-side-of-the-street parking on each and every street of the City as set forth herein:

(1) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Mondays between the hours of 8:00 a.m. and 3:00 p.m.

Underlining denotes additions

~~Strikethrough~~ denotes deletions

- (2) In Section 1 of the City as described in Subsection A(1) above, vehicles shall only be parked, stopped or left standing on the side of the street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 3:00 p.m.
- (3) In Section 2 of the City as described in Subsection A(2) above, vehicles shall only be parked, stopped or left standing on the side of the street having odd building numbers on Wednesdays between the hours of 8:00 a.m. and 3:00 p.m.
- (4) In Section 2 of the City as described in Subsection A(2) above, vehicle shall only be parked, stopped or left standing on the side of the street having even building numbers on Thursdays between the hours of 8:00 a.m. and 3:00 p.m.

C. The following exceptions shall apply to the requirements set forth in Subsection B above:

- (1) No person shall park, stop or leave standing any vehicle on the north side of Broadway on Tuesday, Thursday and Saturday between the hours of 3:00 a.m. and 6:00 a.m. and on the south side of Broadway on Monday, Wednesday, Friday and Sunday between the hours of 3:00 a.m. and 6:00 p.m.
- (2) Vehicles shall only be parked, stopped or left standing on the sides of William Street, South William Street, Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 a.m.
- (3) Vehicles shall only be parked, stopped or left standing on the sides of William Street, south William Street, Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.
- (4) No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Broadway to First Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m., and no person shall park, stop or leave standing any vehicle on the east side of Dubois street from Broadway to First Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m. No person shall park, stop or leave standing any vehicle on the west side of Dubois Street from Third Street to South Street on Monday, Wednesday and Friday between 8:00 a.m. and 3:00 p.m. and no person shall park, stop or leave standing any vehicle on the east side of Dubois Street from Third Street to South Street on Tuesday and Thursday between 8:00 a.m. and 3:00 p.m.
- (5) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having odd building numbers on Mondays between the hours of 8:00 a.m. and 11:00 am.
- (6) Vehicles shall only be parked, stopped or left standing on the side of Ann Street between Liberty Street and Mill Street having even building numbers on Tuesdays between the hours of 8:00 a.m. and 11:00 a.m.

Section 2: This ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL WITH THE CHAZEN COMPANIES TO CONDUCT
ADDITIONAL GROUNDWATER SAMPLING FOR EMERGING CONTAMINANTS
AND PERIODIC REVIEW OF THE ENGINEERING AND INSTITUTIONAL CONTROLS
AT THE DELISTED CONSOLIDATED IRON SUPERFUND SITE
AT A COST OF \$20,950.00**

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation approved the Site Management Plan for the Consolidated Iron Superfund Site, and subsequently delisted the site in December of 2014; and

WHEREAS, provisions in Site Management Plan requires the City of Newburgh to conduct groundwater sampling, a topographical survey and an initial periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, by Resolution No. 267-2015 of October 26, 2015 and Resolution No. 125-2017 of May 22, 2017, the City Council approved a contract with The Chazen Companies to conduct groundwater sampling, a topographical survey and periodic reviews of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site; and

WHEREAS, the United States Environmental Protection Agency and the New York State Department of Environmental Conservation have requested additional groundwater sampling for certain emerging contaminants at the delisted Consolidated Iron Superfund Site; and

WHEREAS, The Chazen Companies has submitted a proposal to conduct such groundwater sampling and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$20,950.00 with funding to be derived from A.1440.0448.0003; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract for such work is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and enter into a contract with The Chazen Companies to conduct groundwater sampling for emerging contaminants and periodic review of the engineering and institutional controls at the delisted Consolidated Iron Superfund Site at a cost of \$20,950.00.

June 29, 2018

Revised July 20, 2018

Mr. Jason C. Morris, P.E. City Engineer
Office of the Engineer
83 Broadway
Newburgh, NY 12550

Re: Consolidated Iron and Metal Site – Annual Sampling
EPA Site Number: NY0002455756
NYSDEC Site Number: 336055
Project #: 41548.00

Dear Mr. Morris,

Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (Chazen) appreciates this opportunity to continue providing groundwater sampling and reporting support for the former Consolidated Iron and Metal Site in the City of Newburgh, Orange County, New York. The work will closely match field services provided during the past two sampling events.

Separately, NYSDEC has asked for one-time sampling event of select site wells for per- and polyfluoroalkyl substances (PFAS) and 1, 4-dioxane, for which NYSDEC has required submission and approval of a work plan prior to sampling. Sampling for PFAS will require replacing existing sample tubing installed in wells with a PFAS-free source of tubing, followed by a rest period recommended of approximately 2 months, before sample collection.

Our task numbers below follow prior task assignments.

Task 005 - 2018 Groundwater Sampling

Chazen will conduct one round of groundwater sampling from the ten existing on-site groundwater monitoring wells. Wells will be purged using low-flow sampling methods. Water quality parameters will be recorded while purging to assure stabilized flow through well screens into dedicated sample tubing. Purge water will be decanted to the ground based on permission received previously from NYSDEC.

Collected samples will be placed on ice and submitted to an ELAP certified laboratory for standard turnaround with Class A data deliverables under standard chain-of-custody procedures. The samples will be submitted for analysis of TCL-VOC, TCL-SVOC, TAL-Metals, PCBs, and Pesticides using appropriate NYS CLP-ASP methods.

Quality Assurance (QA) samples will also be collected and submitted for analysis. QA sampling will consist of a field duplicate and an equipment blank (from the water level indicator) submitted for analysis of each suite of parameters, an MS/MSD sample for VOC and SVOC analysis, a trip blank for VOCs only, and a temperature blank (for the shipment integrity).

Task-006- 2018 Periodic Review Report (PRR)

Chazen will perform a visual assessment and evaluation of the site's existing Engineering and Institutional Controls while on site for the Task 005 sampling. Primary features observable on site include condition of the soil cover system and integrity of the perimeter fence. Chazen will discuss with the City any noted concerns prior to finalization of the Periodic Review Report (PRR).

The PRR will be prepared in general accordance with the applicable NYSDEC guidance, including Certification by a PE that the EC/IC requirements are being met. The groundwater sampling report and visual inspection and site photolog will be included in the PRR along with recommendations, if any. A draft of the PRR will be submitted to the City for review and comment before the final document is finalized for submission.

Task 007 – PFAS and 1,4-Dioxane Sampling Work Plan

NYSDEC has asked Newburgh to propose sampling for a "select number of existing monitoring wells" for PFAS and 1,4-dioxane. Accordingly, Chazen will develop a short work plan proposal for submittal to NYSDEC, suggesting analysis of one well distant from the shoreline (upgradient) and two wells near the shoreline (downgradient), for a total of 3 groundwater samples. Minimizing the numbers of wells to sample is important because PFAS and 1,4-dioxane analyses are costly, at approximately \$250 and \$150 per sample, respectively. Sampling for PFAS can occur during Task 005 sampling provided that Chazen visits the site several weeks before conducting Tasks 005 and 007 to replace existing sample tubing with PFAS-free tubing.

Our budget estimate is based on sampling of three wells, plus analysis of four QC samples, ASP Level B laboratory reporting, and data validation. Until our sampling plan is formally approved, our budget remains approximate.

Sample results will be summarized in a brief letter report suitable for City submission to NYSDEC. Validated raw data will also be submitted electronically to NYSDEC using their online EQUIS system.

SCHEDULE:

We can initiate work on the Task 007 Work Plan within two weeks of receipt of authorization to proceed and would exchange tubing in wells approved for PFAS sampling upon receipt of protocol approval. We recommend then waiting not less than 6 weeks to allow groundwater equilibration with the new tubing, at which time we will collect Task 005 and Task 007 samples.

COSTS

Chazen can complete the scope requested in the RFP as specified in this proposal for the lump sum price of **\$20,950**.

Task	Labor, Field Materials and Travel	Lab Estimate	Total
Task 5 Routine Sampling	\$3,100	\$7,700	\$10,800
Task 6 2018 PRR	\$2,600	N/A	\$2,600
Task 7 PFAS/dioxane work plan, sampling, report	\$4,300	\$3,250	\$7,550
Totals	\$10,000	\$10,950	\$20,950

ASSUMPTIONS AND LIMITATIONS

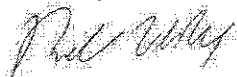
No additional Site-Specific Work Plan or Quality Assurance Project Plan is required for submission to NYSDEC or the USEPA. The current approved SMP is sufficient to meet the project Data Quality Objectives. Site access will be readily provided. Based on the SMP, Class B deliverable data packages, independent third party data validation, and Data Usability Summary Reports (DUSPs) are not required for the project. Since no intrusive work is required nor anticipated for the project no site-specific HASP prepared in accordance with OSHA 1910 is required for this task. Chazen will prepare an internal safe work plan with task hazard analyses for our use for the survey, site inspection, and groundwater sampling events. All field work will be conducted by Chazen Science, Engineering, or Environmental Professionals at non-Prevailing Wage rates. No sales taxes are applicable to this work. The PRR will be completed in general accordance with NYSDEC guidance and submitted to NYSDEC. Our scope includes one iteration of comments and revisions, only. Lab fees assume and include Chazen's contract management fee.

This proposal assumes NYSDEC will accept sampling of just 3 of your wells for their PFAS and 1,4-dioxane site review, plus 4 QC samples (for a total of 7 sample analytical samples).

AGREEMENT

Since we have worked on this site previously and have signed our standard consulting agreement for this site, we require only a signature authorization below to authorize this work under the prior agreement conditions. Please feel free to call me at any time at 845 486-1551 or on my cell, or my colleague Kevin McGrath, PG, at 518-266-7370.

Sincerely,



Russell Urban-Mead, P.G.
Senior Hydrogeologist / VP, Environmental Services

cc: Kevin McGrath, P.G. and Will Olsen, P.G.

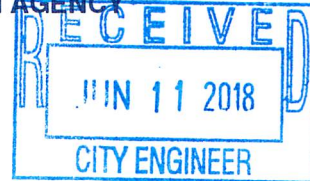
Authorizing Signature

Date



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866



JUN - 8 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Consolidated Iron and Metal Site; Annual Groundwater Sampling

Dear Jason:

This is in response to the recommendation made in the Periodic Review Report for the Consolidated Iron and Metal site, dated November 8, 2017, whereby the City of Newburgh has requested to change the frequency of groundwater sampling and analysis from annually to once every three years. Although the rationale provided with the request has validity, to date there have only been two rounds of groundwater sampling performed under the operations, maintenance, and monitoring (OM&M) provisions of the site management plan (SMP) for the site. The New York State Department of Environmental Conservation (NYSDEC) generally requires three annual rounds of sampling before considering a reevaluation of the sampling schedule. Additionally, EPA will be performing its second Five Year Review of the site in 2019, and an additional round of groundwater sampling in addition to the two already reported will be necessary to adequately evaluate chemical trends in the site groundwater since the last five year review was performed in 2014. As such, EPA and NYSDEC is requiring that a third annual round of groundwater sampling and analysis be performed this year (2018) and that your request for changing the groundwater sampling frequency be resubmitted for our evaluation in the next Periodic Review Report.

If you have any questions about this matter, please do not hesitate to contact me (212-637-4278).

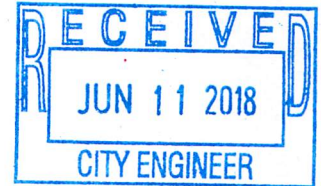
Sincerely yours,

Michael J. Negrelli
Remedial Project Manager
New York Remediation Branch

Cc: W. Mizerak - NYSDEC

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Remediation, Remedial Bureau C
625 Broadway, 11th Floor, Albany, NY 12233-7014
P: (518) 402-9662 | F: (518) 402-9679
www.dec.ny.gov



June 5, 2018

Jason C. Morris, PE
City Engineer
83 Broadway
Newburgh, NY 12550

RE: Request for sampling of Emerging Contaminants
Consolidated Iron and Metal
Site No. 336055

Dear Mr. Morris:

The New York State Department of Environmental Conservation (DEC) is undertaking a Statewide evaluation of remediation sites to better understand the risk posed to New Yorkers by 1,4-dioxane and per- and polyfluoroalkyl substances (PFAS). PFAS have historically not been evaluated at remediation sites, and 1,4-dioxane has not been evaluated at the levels that are now thought to represent a health concern. This initiative is being undertaken as a result of these "emerging contaminants" having been found in a number of drinking water supplies in New York. Accordingly, the DEC is requiring that you test site groundwater for these chemicals. To accommodate this requirement, a select number of existing monitoring wells, representative of the potential of the above-referenced site to be a source of these emerging contaminants, must be sampled. DEC recommends that at least one of these wells should be upgradient of the site.

The attached guidance provides information on the analytical methods and reporting requirements. A second guidance document describes special precautions that need to be considered when sampling for PFAS.

Please prepare a draft letter work plan that identifies the wells proposed for sampling, brief description of the sampling methods, and anticipated sampling date within the next 60 days. If you wish to discuss the scope of the requested water testing, please contact me at 518-402-9657 or wayne.mizerak@dec.ny.gov.

Sincerely,

Wayne D. Mizerak
Project Manager
Remedial Bureau C
Division of Environmental Remediation



Department of
Environmental
Conservation

RECEIVED
JAN 10 2007

ecc: Omorogbe, Amen (no attachments)
Negrelli, Mike (EPA) (with attachments)

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR AN INDOOR ENVIRONMENTAL ASSESSMENT FOR 22 GRAND STREET AND 492 BROADWAY AT A COST OF \$18,120.00 AND AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER FUNDING FROM GENERAL FUND CONTINGENCY TO MUNICIPAL BUILDINGS

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway; and

WHEREAS, the proposal includes evaluation, sampling and assessment for mold and volatile organic compounds and remediation plans, if required; and

WHEREAS, the cost for these services will be \$18,120.00 and funding shall be derived from A.1620.0448 – Municipal Buildings; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. to conduct an indoor environmental assessment for buildings located at 22 Grand Street and 492 Broadway at a cost of \$18,120.00; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.1900.1900 Contingency	<u>\$18,120.00</u>	
A.1620.0448 – Municipal Buildings		<u>\$18,120.00</u>
TOTAL:	\$18,120.00	\$18,120.00

QuES&T

Quality Environmental Solutions & Technologies, Inc.

August 1, 2018

Jason C. Morris, PE
City of Newburgh
City Engineer
83 Broadway
Newburgh, New York 12550

Re: Microbial/Moisture Assessment and VOC Sampling 492 Broadway & 22 Grand Street, Newburgh, NY

Dear Jason,

Thank you for the opportunity to discuss the needs of The City of Newburgh in the environmental consulting and remediation services area. Quality Environmental Solutions & Technologies, Inc. is pleased to submit the attached proposal to provide a Mold Assessment and VOC Sampling and analysis at your 22 Grand Street and 492 Broadway, Newburgh, NY locations. QuES&T offers a wide range of environmental consulting, training, testing and "Turn-Key" Remediation Project services to the public and private commercial-industrial business sector.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. QuES&T's extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. QuES&T personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. QuES&T feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to The City of Newburgh.

In this regard, QuES&T has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

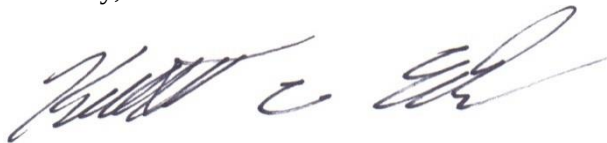
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. QuES&T offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of The City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at QuES&T's facility or yours.

For additional information concerning any of our services, please contact me. We look forward to working with The City of Newburgh in the environmental consulting and remediation services area.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Kenneth C. Eck', with a stylized flourish at the end.

Kenneth C. Eck CIH, CSP, CFPS, CHMM, DABFE, FACFEI, LEED AP
Director, Safety, Environmental and Educational Services

QuES&T to provide the following services:

Indoor Environmental Assessment 22 Grand Street and 492 Broadway

Task I – Mold Assessment

- Provide a New York State Certified Mold Assessor to perform a visual inspection of 22 Grand Street and 492 Broadway, Newburgh, NY in accordance with Article 32 of the New York State Labor Law to “discover mold, conditions that facilitate mold, indicia of conditions that are likely to facilitate mold or any combination thereof.” The visual inspection may include the use of a borescope to examine interior wall cavities and a FLIR Thermal Imaging Camera to identify areas of moisture. Where possible a Delmhorst Moisture Survey meter will be used to verify the findings of the visual and IR survey’s.
- Swab/tape lift/bulk samples shall be collected from areas of suspected microbial growth based upon the findings of the visual inspection. Samples shall be collected using a sterile swab to wipe an area not to exceed 4 x 4 inch's or a Gel Tape to collect a tape lift. Samples shall be analyzed by optical microscopy for total fungal spore counts and cultured for viable fungal spore counts on Malt Extract Agar (MEA) and Dichloran 18% Glycerol Agar (DG-18) plates. Samples collected shall be submitted to Q-labs of Metuchen, NJ for analysis on a standard 7-10 day turnaround time.
- Air samples shall be collected and analyzed for total fungal spore counts. Two (2) additional blank samples shall be included for QA/QC purposes. Samples shall be collected using Air-O-Cell microbial sampling cassettes and forwarded to Q-Labs of Metuchen, NJ for analysis on a standard 5-7 day turnaround time.
- Provide a written report of the findings of the assessment of 22 Grand Street and 492 Broadway, Newburgh, NY for review and consideration by the City of Newburgh.

Task II– Development of a Mold Remediation Plans (if applicable)

- In accordance with Article 32 of the New York State Labor Law, in the event that a mold “project” is identified, a Mold Remediation Plan will be provided for review and consideration by the City of Middletown. “Project means mold remediation, mold assessment, or mold abatements, of areas greater than ten square feet but does not include (a) routine cleaning or (b) construction, maintenance, repair or demolition ... for purposes other than mold remediation or abatement”

Task III Volatile Organic Compounds Assessment

- Provide a Certified Industrial Hygienist (CIH) to conduct a visual inspection of the target properties to identify conditions which may impact the indoor environmental quality. The inspection will include the preparation of a chemical inventory at the two sites.
- Conduct sampling for TVOCs using Method T0-15 of the United States Environmental Protection Agency (USEPA), using a clean evacuated mini-canister and calibrated time release regulator. Upon completion of the sampling period the samples will be sent to Galson Laboratories, East Syracuse, NY for analysis.

- Provide a written report of the findings for review and consideration by the client.

Project Notes:

- ☐ Two weeks advance notice of project start is required to ensure that proper equipment and sampling supplies can be obtained.
- ☐ Mileage will be billed at a rate of \$ 0.550 for actual mileage traveled.
- ☐ Any additional services provided to the client will be billed at standard company rates plus travel, tolls, materials, samples and miscellaneous expenses.
- ☐ OT Rate Applies to hours: > 8 hrs/day; > 40 hrs/wk; Weekends & Holidays
- ☐ Labor will be billed at half day and full day rates.
- ☐ Client will be responsible for any damage or loss to sampling equipment.
- ☐ Taxes are not included in this proposal.
- ☐ 5% fuel and insurance surcharge will be added to the final invoice

Estimated Cost:

Task I – Mold Assessment

CIH Labor (8 hrs @ \$175/hr)	\$ 1,400.00
IH Technician (2 tech @ \$500/Day)	\$ 1,000.00
Thermal Imaging Camera (1 @ \$225/day)	\$ 225.00
Swab/Tape Lift/Bulk Samples (\$190.00/Ea. NTE 18)	\$ 3,420.00*
Total Fungal Spore Traps (\$ 80/Ea. NTE 25)	\$ 2,000.00
Report Fee	\$ 650.00
Travel, Shipping, Supplies, Misc.	\$ 275.00

Task I Estimated Total \$8,970.00

Actual billing will be based on the amount of samples collected.

Task II – Development of a Mold Remediation Plans

Mold Remediation Plans	\$ 900.00
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Task II Estimated Total \$ 900.00

Task III – Volatile Organic Compound Sampling and Analysis

CIH Labor (8 Hours @ \$ 175.00)	\$ 1,400.00
IH Technician Labor (2 tech @ \$500/Day)	\$ 1,000.00
Total Volatile Organic Compounds Sample (\$650/Ea. NTE)	\$ 5,850.00

Task III Estimated Total \$ 8,250.00

**ACCEPTANCE OF PROPOSAL
Proposal No. P18-5877**

Payment Terms: Payment Shall Be Net 30 Days; Following Delivery Of Letter Report. To Execute This Agreement, Please Review, Sign, Date & Return Two Copies. A fully executed copy will be sent for your records. Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

City of Newburgh – Designated Representative

By _____
Signature Print Name & Title Date

Quality Environmental Solutions & Technologies, Inc.

By _____
Signature Kenneth C. Eck, Dir. EH&S Date

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDERS NOS. 1G FOR A TIME EXTENSION AND NO. 2G TO
INCREASE THE CONTRACT AMOUNT BY \$71,354.58
WITH METRA INDUSTRIES FOR THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing approximately new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries, for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and additional work which will increase the total cost of the Project by \$71,354.58 to a total contract price of \$3,369,469.58 and requires 2 change orders to the contract; and

WHEREAS, funding for the change orders Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

Change Order

No. **1G**

Date of Issuance: 6/21/2018

Effective Date: 6/21/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction	Date of Contract: October 23, 2017	
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey	Engineer's Project No.: 1352.005.002	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Time extension due to design changes

Attachments (list documents supporting change):

Time extension letter request from Metra

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,298,115.00

Increase from previously approved Change Orders:

\$0

Contract Price prior to this Change Order:

\$

Increase of this Change Order:

\$

Contract Price incorporating this Change Order:

\$

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 8/27/18

Ready for final payment (days or date): 10/26/18

Increase of this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 7/3/18

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized)

Date: 6/28/2018

Date: _____

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 31, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

As previously discussed, Metra is requesting a time extension as a result of design changes and extra work. The original schedule (attached) shows a completion date of July 19, 2018, whereas the completion schedule (attached) based on the design changes 1 and 2 and Extra Work as previously summarized and submitted now shows a completion date of October ~~12~~ 2, 2018. Metra therefore is requesting that the City of Newburgh grant a time extension to Metra for the duration of ~~85~~ calendar days.

36

Please contact us with any questions or concerns you may have.

Respectfully,

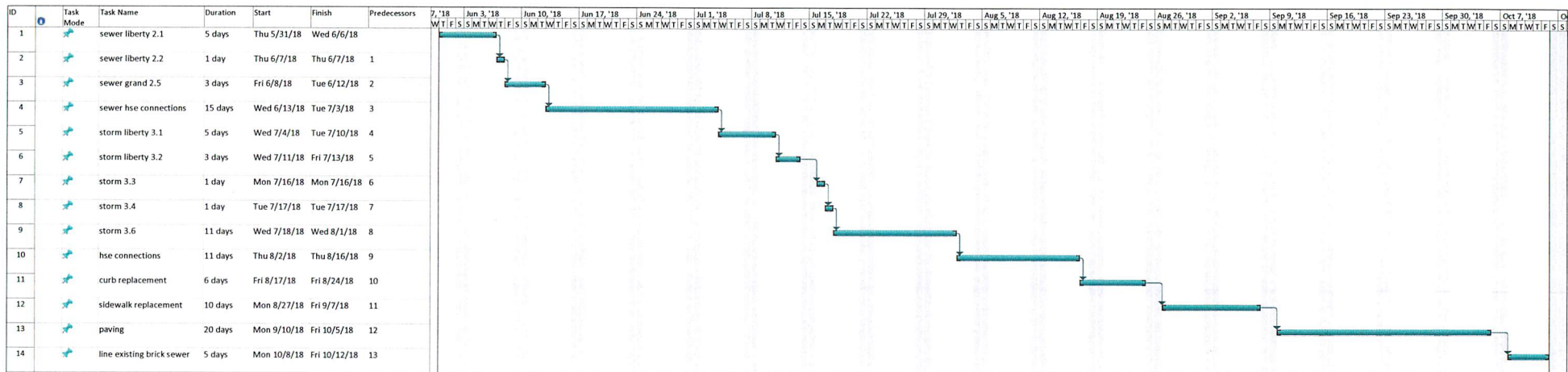


Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal Project Time Extension Request



Project: newburgh completion ex
Date: Thu 5/31/18

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

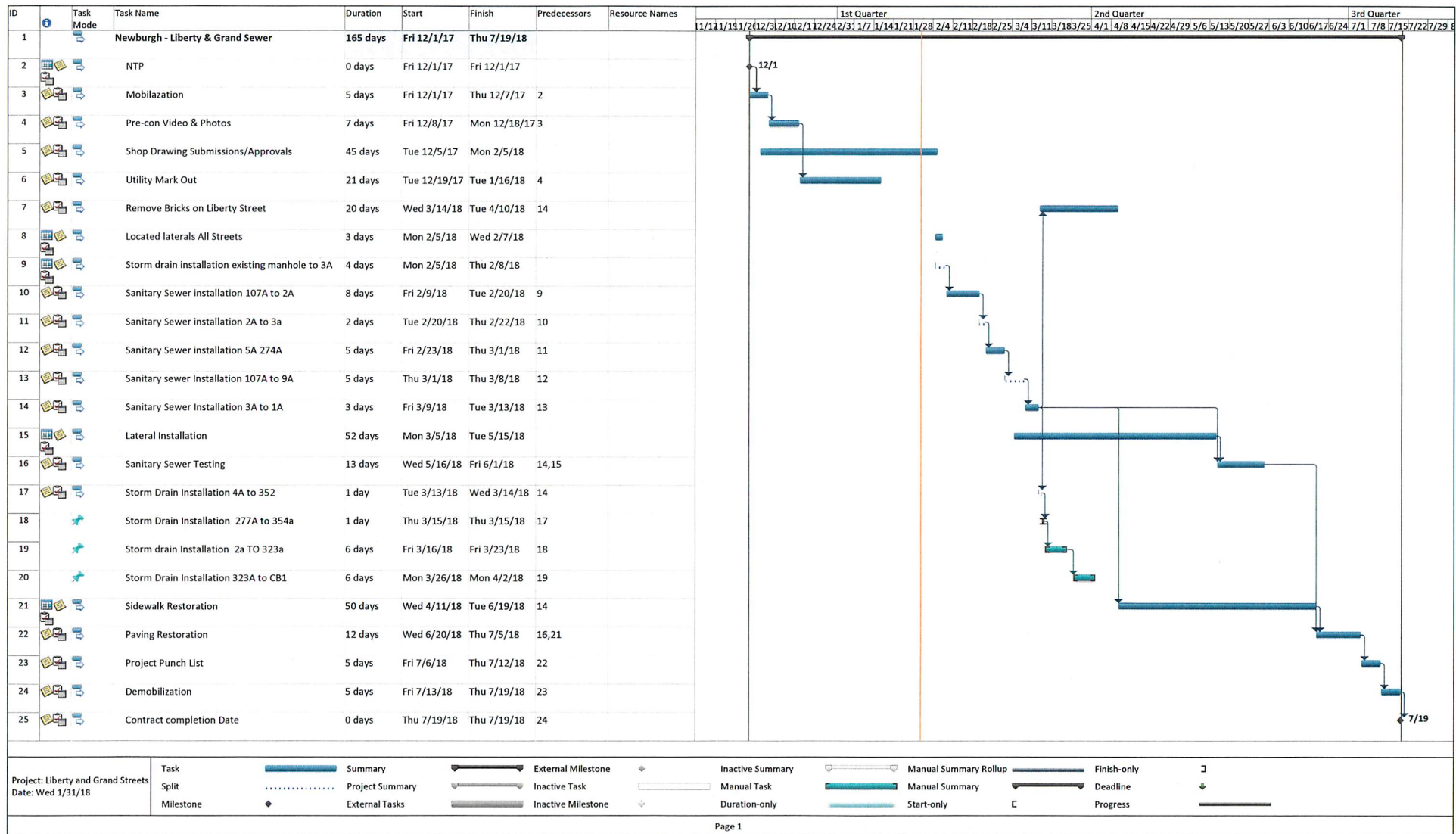
Deadline

Progress

⌵

⬆

⬆



Change Order

No. **2G**

Date of Issuance: 6/28/2018

Effective Date: 6/28/2018

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction	Date of Contract: October 23, 2017	
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey	Engineer's Project No.: 1352.005.002	

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Additional costs associated with required design changes to avoid unknown existing underground Utilities.

Attachments (list documents supporting change):

Metra extra work order numbers 3, 8, 9, 10, 11, 12, 13, and design change letter.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>3,298,115.00</u>	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): <u>8/27/2018</u> Ready for final payment (days or date): <u>10/26/2018</u>
Increase from previously approved Change Orders: \$ <u>0</u>	Increase from previously approved Change Orders Substantial completion (days): <u>36</u> Ready for final payment (days): <u>36</u>
Contract Price prior to this Change Order: \$ <u>3,298,115.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>8/27/18</u> Ready for final payment (days or date): <u>10/26/18</u>
Increase of this Change Order: \$ <u>71,354.58</u>	Increase of this Change Order: Substantial completion (days or date): <u>10/2/18</u> Ready for final payment (days or date): <u>12/1/18</u>
Contract Price incorporating this Change Order: \$ <u>3,369,469.58</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>10/2/18</u> Ready for final payment (days or date): <u>12/1/18</u>

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)
Date: 7/3/18

ACCEPTED:

By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized)
Date: 6/28/2018

Approved by Funding Agency (if applicable):

Date: _____

Liberty and Grand Streets Sewer Improvements Project
Contract 1 - General Construction

Change Order No. 1G - 1

Item No.	Description	Reason for Change	Unit Quantity	\$/Unit	Total Cost	Adjusted Time (Days)
EW 3	Modify MH #5	Pipe alignment change due to utility conflict	1 ls	\$2,911.83	\$2,911.83	0
EW 8	Modify MH #281A	Pipe alignment change due to utility conflict	1 ls	\$2,911.83	\$2,911.83	0
EW 9	Modify DMH #4	Pipe alignment change due to utility conflict	1 ls	\$1,455.91	\$1,455.91	0
EW 10	2" Water Service	Repair damaged unmarked water service	1 ls	\$3,294.58	\$3,294.58	0
EW 11	Water Main repair	Contractor assisted city to repair water main	1 ls	\$3,679.48	\$3,679.48	0
EW 12	Unmarked utilities	Contractor supported unmarked utilities	1 ls	\$11,531.02	\$11,531.02	0
EW 13	Design Change	Remove and reinstall new storm sewer	1 ls	\$13,178.31	\$13,178.31	0
DC 2	Design Change	Additional costs resulting from design changes of the storm sewer	1 ls	\$32,391.62	\$32,391.62	None
Total This Change Order:					\$71,354.58	

Original Contract Amount	\$	3,298,115.00	0
Change Order No. 1A-2	\$	71,354.58	0
Revised Contract Amount	\$	3,369,469.58	0

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 3

Total of Extra Work (see page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 4, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #5A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018 EWS: 3
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018

EWS: 3

Revised on: 5/8/2018, 6/27/2018

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 8

Total of Extra Work (See Page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #281A did not line up with the new design. We had to modify the manhole by cutting the hole larger and the parge the hole with brick and mortar around the pipe. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 8**
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018

EWS: 8

Revised on: 5/8/2018, 6/27/2018

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 **EWS: 9**
Revised on: 6/27/2018

Total of Extra Work (see page 3): **\$1,455.91**

Location:

Clinton Street, Newburgh, NY

Description:

On April 17, 2018, Metra industries had a mainline crew installing 24" storm sewer pipe on Clinton Ave. It was discovered that the designed DMH #4A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar around the pipe. This required 2 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	2	4.00	\$46.00	\$184.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$471.20
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		4.00	\$25.53	\$102.12
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$280.30
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 EWS: 9
Revised on: 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	2.00	\$2.12	\$4.24

TOTAL EQUIPMENT COST \$126.58

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	2.00	\$1.95	\$3.90

TOTAL OPERATING COSTS \$164.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:	04/17/2018	EWS: 9
Revised on:	6/27/2018	

Summary

LABOR	\$471.20
MATERIALS & SUBS	\$0.00
BENEFITS	\$280.30
EQUIPMENT	\$126.58
OPERATING COST	\$164.10
SUBTOTAL	\$1,042.18
OVERHEAD @ 10%	\$104.22
SUBTOTAL	\$1,146.40
PROFIT @ 10%	\$114.64
Subtotal	\$1,261.04
INSURANCE & PAYROLL TAX	\$194.88
Subtotal	\$1,455.91

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #10 Uncharted-unmarked-broken 2inch Water.

As described on the EWS itself, on April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was outside of the original designed work and was struck and broken. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location, see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS' prior EWS's.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #10 Uncharted-unmarked-broken 2inch Water

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 **EWS: 10**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,294.58**

Location:

Clinton Street, Newburgh, NY

Description:

On April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was struck and broke. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result. see attached photos.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	4.00	\$43.89	\$175.56
TOTAL LABOR				\$830.76

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		4.00	\$28.56	\$114.24
TOTAL BENEFITS				\$496.66

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	2	4.00	\$24.40	\$97.60
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 **EWS: 10**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$602.32

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	4.00	\$47.20	\$188.80
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$509.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/09/2018	EWS: 10
Revised on:	5/8/2018	

Summary

LABOR	\$830.76
MATERIALS & SUBS	\$0.00
BENEFITS	\$496.66
EQUIPMENT	\$602.32
OPERATING COST	\$509.10
SUBTOTAL	\$2,438.84
OVERHEAD @ 10%	\$243.88
SUBTOTAL	\$2,682.72
PROFIT @ 10%	\$268.27
Subtotal	\$2,951.00
INSURANCE & PAYROLL TAX	\$343.58
Subtotal	\$3,294.58

Regency

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: Clinton & Liberty @ Mt 4A

Time: 4:41

AM PM

Date of Report: 4/24/18

Date of Incident: 4/9/18

for empty lot

Summary of Incident:

Broke unmarked uncharted 2"
water line - no mark

Witnesses Name: Felipe Aguilar

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Broke 2" Cast iron pipe
shut down

Water lost 2 hrs

Claimant Name: City of Newburgh

Address: _____

Telephone: _____

Metra Industries Representative: _____

Charles Schattley
(Please Print Name)

[Signature]
(Signature)

JOB <u>306</u>		DAILY JOB REPORT				Foreman <u>C. PEREZ</u>				
DATE <u>4-9-18</u>		METRA Industries				Weather <u>cloudy</u>				
M Tu W Th F		50 Muller Place				Temp <u> </u> AM <u> </u> PM				
Sa Su		Little Falls, NJ 07424								
LABOR		Description of Work Done				House Connection				
Title	Full Name	HRS	Street <u>CLINTON ST</u>				Street <u> </u>			
			MH. 5A TO MH 4A				No.	Sta.	Depth	Length
	<u>F. OLIVEIRA</u>	<u>10.5</u>	STATION Pipe							
			Start	Stop	Size	LF.	Width			
	<u>F. C. PEREZ</u>	<u>10.5</u>	<u>H60</u>	<u>2+57</u>	<u>18"</u>	<u>97'</u>	<u>6.5'</u>			
	<u>OP M. PINTOR</u>	<u>10</u>	<u>MH 9A TO 281A</u>							
	<u>OP C. ARAUJO</u>	<u>10</u>	<u>0+00</u>	<u>0+23</u>	<u>18"</u>	<u>23'</u>	<u>6.5'</u>			
			<u>* Refresh Markers on Clinton ST</u>							
	<u>LAS J. ALMEIDA</u>	<u>10</u>								
	<u>LAS C. RHODES</u>	<u>10</u>	MH. #		Street	Stat.	Depth			
	<u>LAS J. LASHEN</u>	<u>10</u>	<u>* went to WinWater Supply by Parts for</u>							
	<u>LAS L. LEAKES</u>	<u>10</u>	<u>the water service to slow down the</u>							
			<u>Leak...</u>							
DEPTH OF										
Stone Fill O.P. Temp BT										
Type	EQUIP.	HRS	PAVING / RESTORATION							
<u>32B</u>	<u>Back Hoe</u>	<u>10</u>	Street	Length	Width	Depth				
<u>250</u>	<u>Loader</u>	<u>10</u>								
<u>756</u>	<u>Pickup</u>	<u>10.5</u>								
<u>2</u>	<u>Tandem</u>									
<u>762</u>	<u>Pickup</u>	<u>10.5</u>								
<u>1369</u>	<u>Pickup</u>	<u>10</u>								
<u>tool</u>	<u>truck</u>	<u>10</u>								
<u>140</u>	<u>Back hoe</u>	<u>10</u>								
<u>Sweeper</u>	<u>10</u>									
<u>Compressor</u>	<u>10</u>									
REMARKS OF EXTRA WORK										
<u>Continued working PUT MAIN LINE</u>										
<u>on Clinton ST.</u>										
<u>Broke (two inch) 2" service on</u>										
<u>Clinton ST (no Markout)</u>										
<u>Water company came out and fixed</u>										
<u>install MH #4A</u>										
<u>Hook up the sewer at the end of the</u>										
<u>Day</u>										
INSPECTOR: <u>(Grel)</u>										

Top Width
O.P. _____



Fill
Fill
Stone
Stone

Bottom Width

Item# FOR OFFICE USE

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pqBNMsn9x8pVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgSspe7zVNtqYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting <https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A-CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NgNMME2c28pHaJS8XIZ4&s=mLywJ621DrzRi3CJFWSnri93W31cTORb3eOTUygZzxM&e=> or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-043).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlOGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrClJqBRRc9Hv5f6nFBgWk1OijHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_apr&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDrdp7eFlIUPE&s=ReEGR-F12E43DOn7iSY8KauxWyehu55XJ2T_65isqz8&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-042).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheM0dM&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

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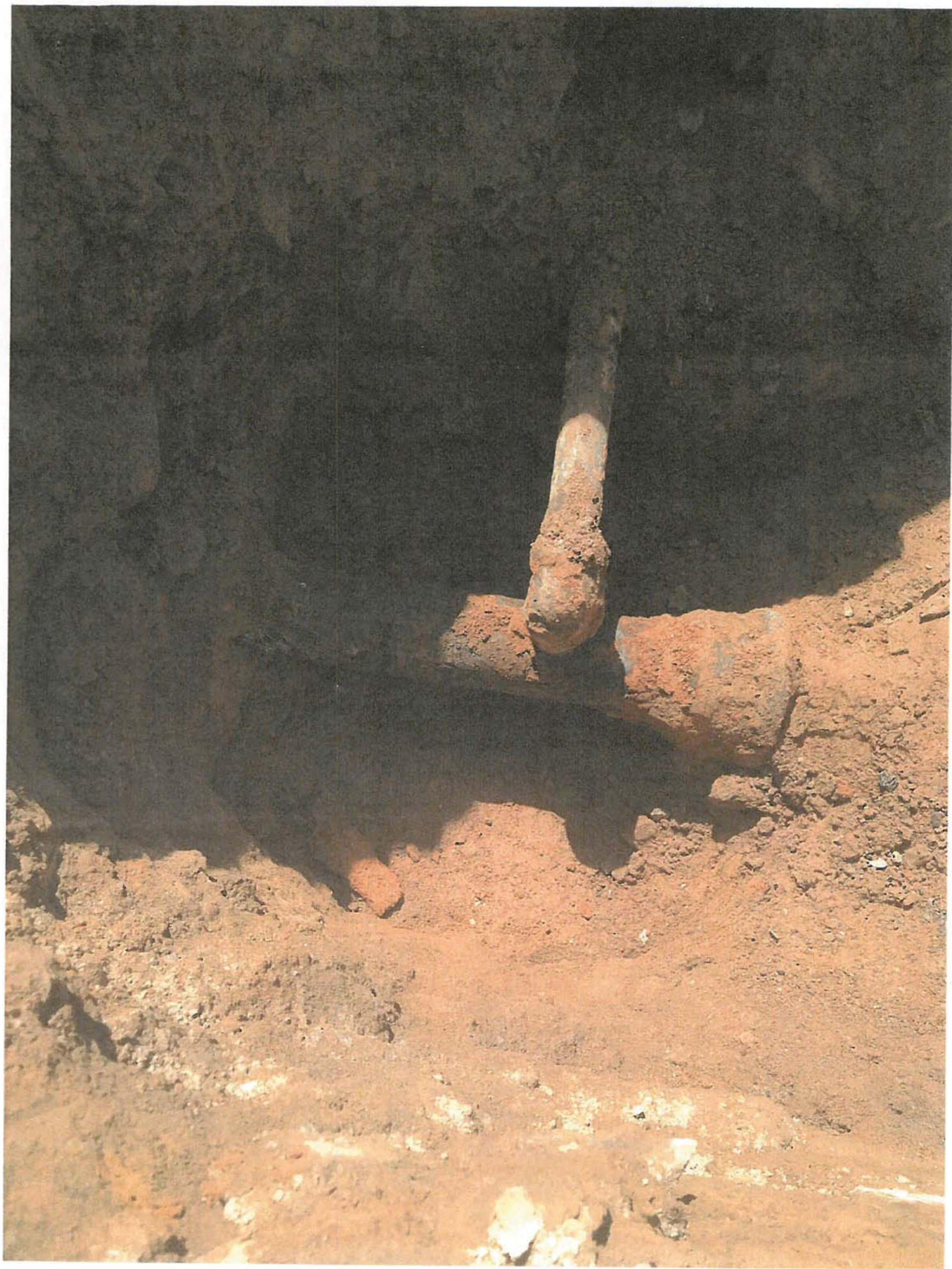
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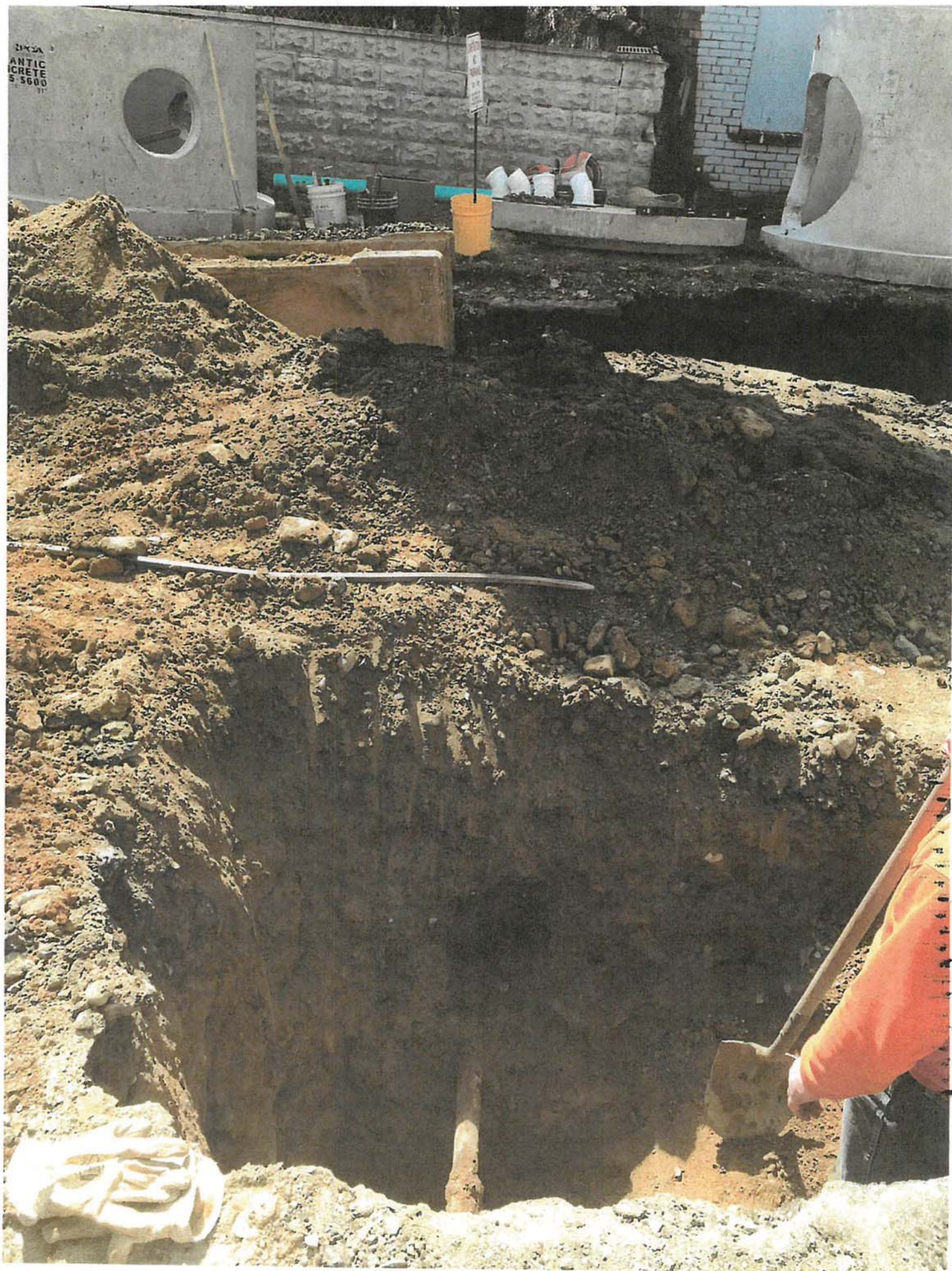
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Thank you for utilizing this one call service to ensure a safe excavation.







Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #11 - Water Main Broken outside of trench.

As described on the EWS itself; on April 12, 2018, Metra Industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This break occurred purely as a result of the pre-existing rotted out old, deteriorated condition of the existing water main which was unable to withstand normal everyday rigors. The sudden and unprompted failure of this line outside the limits of our direct disturbance and direct zone of influence caused considerable extra work for Metra. As the area become flooded, we performed extra work on an emergency basis to preserve both property and life and to assure continuous and uninterrupted service to the affected residents could be maintained or otherwise restored. Our prudent actions mitigated the situation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired. See attached pictures.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

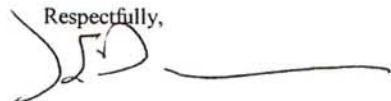
"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location - see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #11 Water Main Broke outside of trench

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,679.48**

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	3	6.00	\$43.89	\$263.34
TOTAL LABOR				\$918.54
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		6.00	\$28.56	\$171.36
TOTAL BENEFITS				\$553.78
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	3	6.00	\$24.40	\$146.40
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$651.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	6.00	\$47.20	\$283.20
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$603.50

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018

EWS: 11

Summary

LABOR	\$918.54
MATERIALS & SUBS	\$0.00
BENEFITS	\$553.78
EQUIPMENT	\$651.12
OPERATING COST	\$603.50
SUBTOTAL	\$2,726.94
OVERHEAD @ 10%	\$272.69
SUBTOTAL	\$2,999.63
PROFIT @ 10%	\$299.96
Subtotal	\$3,299.60
INSURANCE & PAYROLL TAX	\$379.88
Subtotal	\$3,679.48

Regina

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury ☐ Property Damage ☒ Workers Compensation ☐ Auto ☐

General Information:

Location: Clinton & Liberty @ Mt 281A Time: _____ AM PM
Date of Report: _____ Date of Incident: 4/12/18

Summary of Incident:

Exhaust water pump broke old cast iron
old deteriorated pump

Witnesses Name: Fichte

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Claimant Name: _____

Address: _____

Telephone: _____

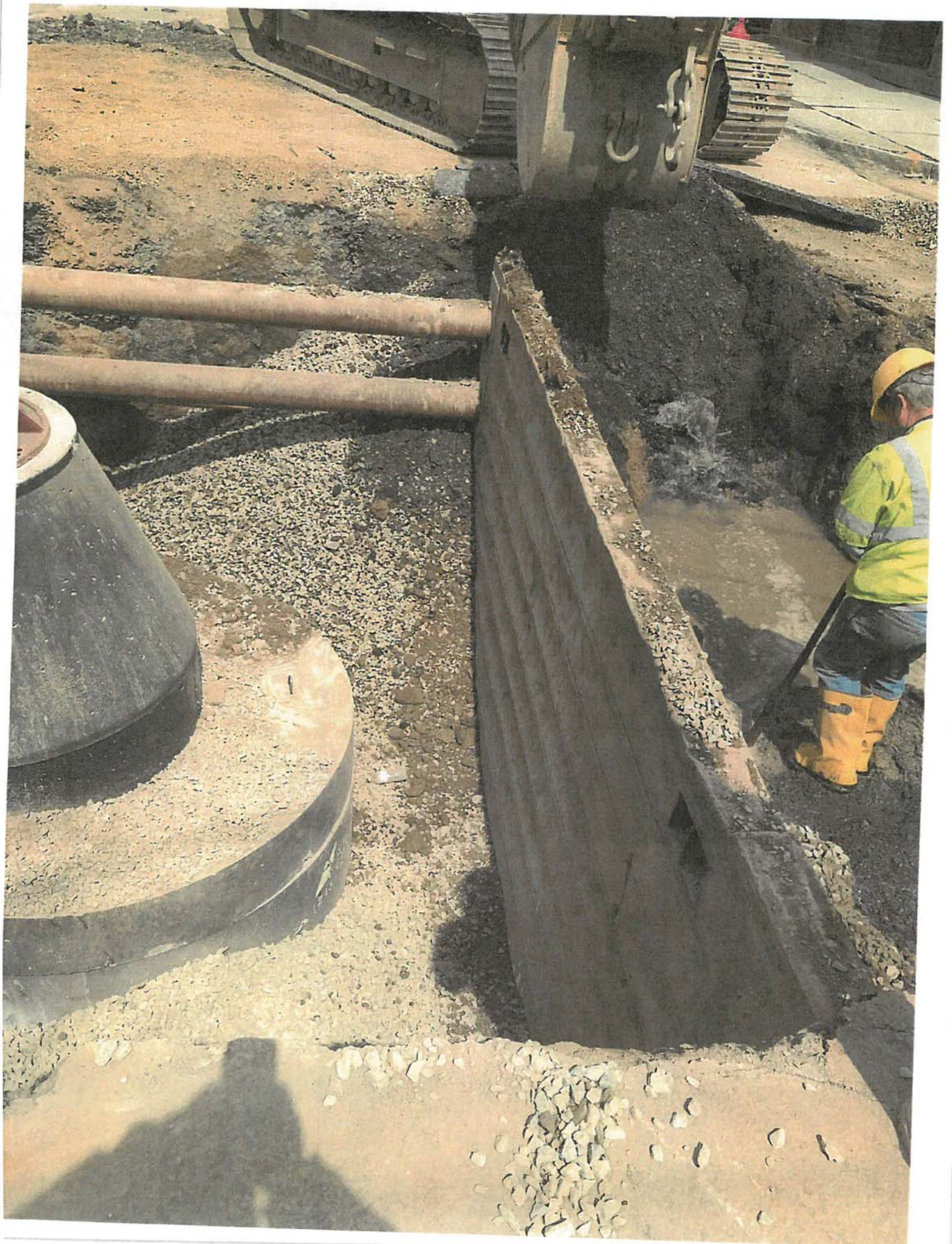
Metra Industries Representative:

Chas Schettler

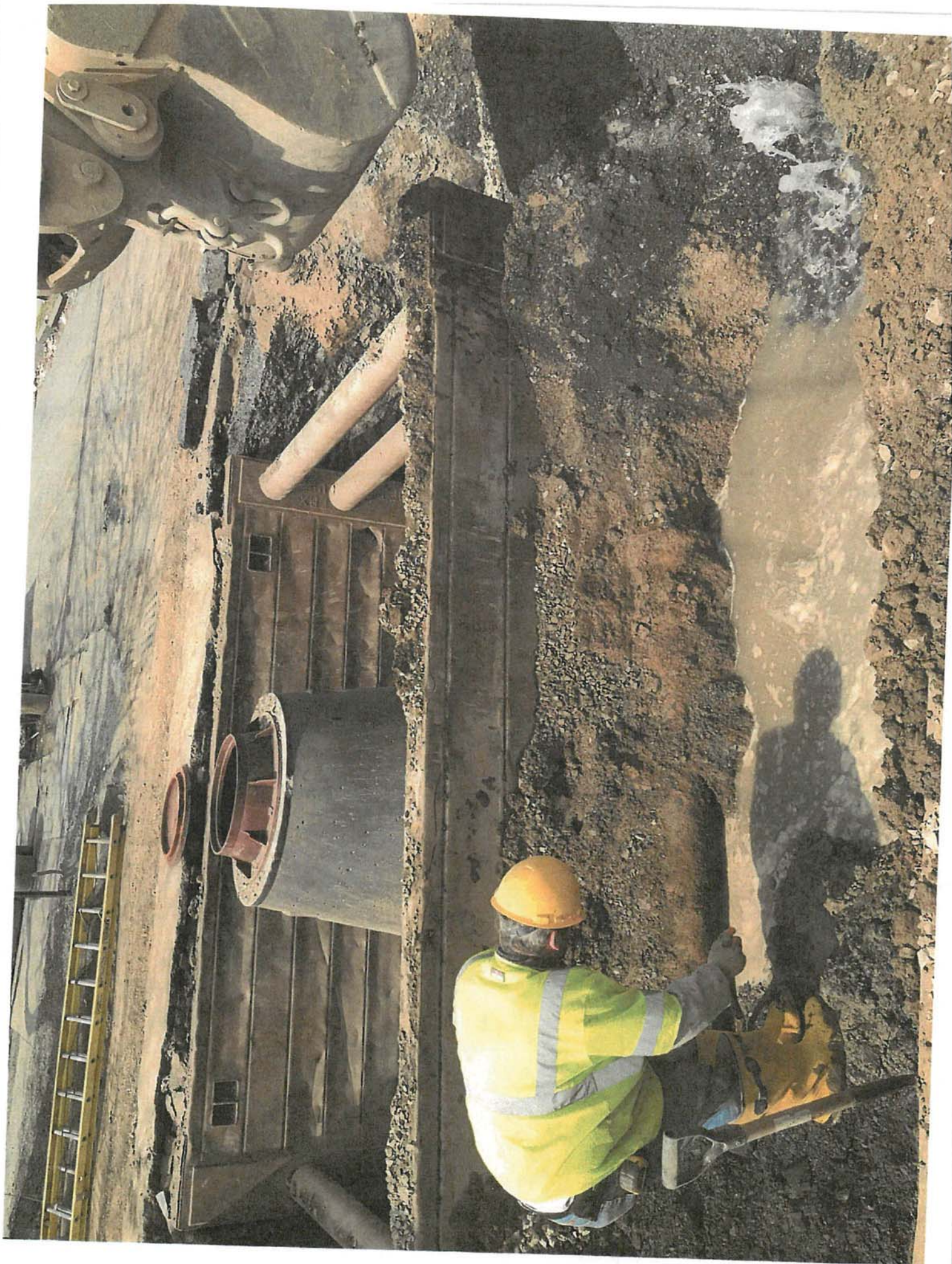
(Please Print Name)

[Signature]

(Signature)







JOB <u>306</u>		DAILY JOB REPORT		Foreman <u>C. Peres</u>	
DATE <u>4-12-18</u>		METRA Industries		Weather <u>cloudy</u>	
M/Tu/W/Th/F		50 Muller Place		Temp. <u> </u> AM <u> </u> PM	
Sa/Su		Little Falls, NJ 07424			

LABOR		Description of Work Done				House Connection			
Title	Full Name	HRS	Street	clinton & liberty	Street				
			MH.	TO MH	No.	Sta.	Depth	Length	
	F. OLIVEIRA	9.5	STATION Pipe						
	F. C. PERES	9	Start	Stop	Size	LF.	Width		
			Helping victor's crew on						
OP.	M. PINTOR	9	MONTGOMERY ST.						
OP.	C. ARAUJO	9							
LAS	J. ALMEIDA	9							
LAS	C. RHODES	9	M.H.#	Street	Stat.	Depth			
LAS	J. LASHA	9							
LAS	L. LEAKES	9							
DEPTH OF									
			Stone	Fill	Q.P.	Temp	BT		
Type	EQUIP.	HRS	PAVING / RESTORATION						
328	Back Hoe	9	Street	Length	Width	Depth			
250	Loader	9							
756	Pickup	9.5							
3	Tandem								
762	Pickup	9							
1369	Pickup	9							
1006	TRUCK	9							
	Sweeper	9							
	COMPRESSOR	9							
REMARKS OF EXTRA WORK									
- Finishing installing the MH #281A									
- Making the Existing SEWER connections									
* Extra: (4 hours)									
- cutting the hole bigger in the MH									
because different grade AND SIZE									
* The WATER MAIN Broke by @ tee									
connection next to the MH 281A									
when we REMOVE the SKILL PLATES									
in the morning we DIDNT touch it..									
we call the water comp, they CAME AND									
fixed it..									

Top Width

Q.P. _____

Fill _____

Fill _____

Stone _____

Stone _____

Bottom Width

Item#	FOR OFFICE USE

INSPECTOR: Jeff

Eric Gutbrod

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Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

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Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhloGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

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Thank you for utilizing this one call service to ensure a safe excavation.

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018

EWS: 12

Revised on: 5/8/2018

Uncharted Electric Conduit

\$11,531.02

Location:

Clinton Street, Newburgh, NY

Description:

On April 23, 2018, Metra industries had a mainline crew installing 24" Storm Sewers on Clinton Street. As we worked, an uncharted/unmarked electric conduit collapsed into our excavation. We had to stop and secure this unmarked conduit with straps and ensure that it was not damaged. This caused 7 hours of extra work to include securing the conduit and backfilling around it to avoid damaging it.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	7.00	\$46.75	\$327.25
BACKHOE OPERATOR	1	7.00	\$49.22	\$344.54
LOADER OPERATOR	1	7.00	\$47.63	\$333.41
LABORERS	4	28.00	\$46.00	\$1,288.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	14.00	\$43.89	\$614.46
TOTAL LABOR				\$2,907.66

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		7.00	\$25.53	\$178.71
BACKHOE OPERATOR		7.00	\$31.78	\$222.46
LOADER OPERATOR		7.00	\$31.78	\$222.46
LABORERS		28.00	\$25.53	\$714.84
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		14.00	\$28.56	\$399.84
TOTAL BENEFITS				\$1,738.31

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komastu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	7.00	\$30.83	\$215.81
PICK-UP TRUCK	1	7.00	\$3.20	\$22.40
TANDEM DUMP/DUMP TRUCK	2	14.00	\$24.40	\$341.60
Backhoe CAT 328	1	7.00	\$57.97	\$405.79
TRENCH BOX	1	7.00	\$80.98	\$566.86
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	14.00	\$3.78	\$52.92
PUMP	1	7.00	\$4.58	\$32.06
Trench Compactor	1	7.00	\$23.53	\$164.71
BROOM	1	7.00	\$16.85	\$117.95
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	7.00	\$16.55	\$115.85
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018

EWS: 12

Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	7.00	\$8.19	\$57.33
UTILITY SAW	1	7.00	\$2.12	\$14.84

TOTAL EQUIPMENT COST

\$2,108.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komastu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	7.00	\$35.85	\$250.95
PICK-UP TRUCK	7.00	\$12.00	\$84.00
TANDEM DUMP/DUMP TRUCK	14.00	\$47.20	\$660.80
Backhoe CAT 328	7.00	\$68.10	\$476.70
TRENCH BOX	7.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	14.00	\$0.00	\$0.00
PUMP	7.00	\$4.00	\$28.00
Trench Compactor	7.00	\$11.00	\$77.00
BROOM	7.00	\$21.50	\$150.50
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	7.00	\$2.20	\$15.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	7.00	\$3.55	\$24.85
UTILITY SAW	7.00	\$1.95	\$13.65

TOTAL OPERATING COSTS

\$1,781.85

SUBCONTRACTOR MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST

\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018
Revised on: 5/8/2018

EWS: 12

Summary

LABOR	\$2,907.66
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,738.31
EQUIPMENT	\$2,108.12
OPERATING COST	\$1,781.85
SUBTOTAL	\$8,535.94
OVERHEAD @ 10%	\$853.59
SUBTOTAL	\$9,389.53
PROFIT @ 10%	\$938.95
Subtotal	\$10,328.48
INSURANCE & PAYROLL TAX	\$1,202.53
Subtotal	\$11,531.02

JOE
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METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, N.J. 07424

DATE: 4/23/18 / 4/20/19

PROJECT: Liberty & Clinton

OWNER: City of Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location: Dan Line 3564 to 3554

Work performed:

additional work to Deal with uncharted
Electric lines

Labor, Equipment and Materials:

Type

Fazaman

2 operators

4 laborers

2 Dump trucks

1 CAT 328

1 Komatsu 250

1 pickup truck

Hours/Quantity

7 hrs

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER



Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: 72 Clinton Time: _____ AM PM

Date of Report: 4/23/18 Date of Incident: 4/23/18

Summary of Incident:

unCharged electric lines collapse
into trench killed 40 conductors

Witnesses Name: Felipe

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

electric conductors

Claimant Name: _____

Address: _____

Telephone: _____

Metra Industries Representative:

C. Schutte
(Please Print Name)

[Signature]

(Signature)



(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Mci: Mci National Fiber Security 800-289-3427.

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City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

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Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpGnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlOGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpGnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrCUqBRRC9Hv5f6nFBgWk1OiJHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com_apr&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfysehWegC-LpBO7cmI6IBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDrdp7eEIUpE&s=ReEGR-F12E43DOn7iSY8KauxWYehu55XJ2T_65isqz8&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-042).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfy5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDrdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheMOdM&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-041, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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Thank you for utilizing this one call service to ensure a safe excavation.

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 1, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #13 Relocate new pipe. On May 1, 2018 Metra had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets. This catch basin and pipe had to be removed and relocated downstream to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018).

As described on the EWS itself, due to a redesign / design change. An entire day (8hours) were required to remove and reinstall a catch basing and pipe that we had previously installed.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"The Contractor shall proceed diligently with performance of the disputed work pending final resolution of his claim for damages."

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 **EWS: 13**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$13,178.31**

Location:

Clinton Street, Newburgh, NY

Description:

Metra Industries had a mainline crew working on May 1, 2018. This crew had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets along with pipe. While the work was fully underway, in progress and being completed, there was the issuance of a redesign. Accordingly, the aforementioned catch basin and pipe had to be removed and relocated downstream in order to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018) while in progress with the actual work itself. This required the entire shift of extra work to complete.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	8.00	\$46.75	\$374.00
BACKHOE OPERATOR	1	8.00	\$49.22	\$393.76
LOADER OPERATOR	1	8.00	\$47.63	\$381.04
LABORERS	4	32.00	\$46.00	\$1,472.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	16.00	\$43.89	\$702.24
TOTAL LABOR				\$3,323.04

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		8.00	\$25.53	\$204.24
BACKHOE OPERATOR		8.00	\$31.78	\$254.24
LOADER OPERATOR		8.00	\$31.78	\$254.24
LABORERS		32.00	\$25.53	\$816.96
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		16.00	\$28.56	\$456.96
TOTAL BENEFITS				\$1,986.64

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	8.00	\$30.83	\$246.64
PICK-UP TRUCK	1	8.00	\$3.20	\$25.60
TANDEM DUMP/DUMP TRUCK	2	16.00	\$24.40	\$390.40
Backhoe CAT 328	1	8.00	\$57.97	\$463.76
TRENCH BOX	1	8.00	\$80.98	\$647.84
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	16.00	\$3.78	\$60.48
PUMP	1	8.00	\$4.58	\$36.64
Trench Compactor	1	8.00	\$23.53	\$188.24
BROOM	1	8.00	\$16.85	\$134.80
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	8.00	\$16.55	\$132.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 EWS: 13
Revised on: 5/8/2018

Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	8.00	\$8.19	\$65.52
UTILITY SAW	1	8.00	\$2.12	\$16.96
TOTAL EQUIPMENT COST				\$2,409.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	8.00	\$35.85	\$286.80
PICK-UP TRUCK	8.00	\$12.00	\$96.00
TANDEM DUMP/DUMP TRUCK	16.00	\$47.20	\$755.20
Backhoe CAT 328	8.00	\$68.10	\$544.80
TRENCH BOX	8.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	16.00	\$0.00	\$0.00
PUMP	8.00	\$4.00	\$32.00
Trench Compactor	8.00	\$11.00	\$88.00
BROOM	8.00	\$21.50	\$172.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	8.00	\$2.20	\$17.60
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	8.00	\$3.55	\$28.40
UTILITY SAW	8.00	\$1.95	\$15.60
TOTAL OPERATING COSTS			\$2,036.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018
Revised on: 5/8/2018

EWS: 13

Summary

LABOR	\$3,323.04
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,986.64
EQUIPMENT	\$2,409.28
OPERATING COST	\$2,036.40
SUBTOTAL	\$9,755.36
OVERHEAD @ 10%	\$975.54
SUBTOTAL	\$10,730.89
PROFIT @ 10%	\$1,073.09
Subtotal	\$11,803.98
INSURANCE & PAYROLL TAX	\$1,374.33
Subtotal	\$13,178.31

1225
Dunn

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, NJ. 07424

DATE: 5-1-18

PROJECT: Liberty & Clinton St

OWNER: Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location:

Work performed: we started to excavate & install 24" D2000 for Catch Basin XXX. This was a Redesign that was given to us 1st week at intersection of Grand St. & Clinton on the Street Dem. 5/1/18 we were given a Drawing Revising the Original Design. We had to Remove Catch Basin XXX Reset Pipe & move Back (Downstream) Catch Basin to where to Change.

Labor, Equipment and Materials:

Type

Hours/Quantity

1 Fore
2 Operator
4 laborers
1 D2000 truck
1 Cat 320
1 Komatsu 250
1 pickup

0 1/2

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 7, 2018
Revised June 27, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550
Attention: Matthew Scavarda

Re: Liberty & Grand Streets Sewer Improvements – Design Change #2

Matt,

After analyzing the Design Change #2, Metra has split the information into two sections: Contract Items and Extra Work above the original contract items.

The estimated contract items have been entered into a blank Estimate form to determine that the net value of the work will be as redesigned \$13,214.50. A copy of this worksheet is attached for your review.

The extra work has been calculated on an Extra Work Summary (attached). The extra work includes the Coring of 2 holes in inlets to accommodate 8" pipe, Plugging 8" existing holes as a result of the realignment, the extra excavation for the additional depth of the 15" Storm Drain and a much more difficult intersection and road crossing than originally designed – we will now be crossing beneath existing duct banks at a much greater depth of excavation (the work becomes more critical, the added risks are much higher and a significant amount of extra work will be required as part of this change). All of which will require an extra 24 hours. The sum of this Extra Work is \$18,241.90.

The redesign is removing some items and adding others. This 'rearrangement' calculates a net loss of \$11,780 to Metra because the new work represents much higher cost yet only results in slightly higher billings. Metra cannot lose this as it represents a large portion of our overhead and miscellaneous costs as calculated at the time of bid. This total has been added to the Extra Work Summary for a grand total of \$32,391.62, which Metra requires to implement this redesign.

In summary, Metra will agree to the design change under the following conditions:

1. A lump sum amount of \$11,780 is paid in addition to all applicable contract line items.
2. A lump sum amount of \$32,391.62 is paid for extra work resulting from this change which currently has no pay items
3. A project time extension is granted

Please contact us with any questions or concerns you may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'JD' followed by a long horizontal flourish.

Jeff Dunn

C Jason Morris, City of Newburgh

jsd

Transmittal NEWBURGH DESIGN CHANGE #2 Contract Items

OWNER: City of Newburgh 83 Broadway, Newburgh NY 12550				City of Newburgh Liberty and Grand Street Sewer Improvements Project Contract 1 - General Construction PROGRESS ESTIMATE #1 Covering 11/01/2017 to 12/03/2017 CONTRACT AMOUNT \$3,298,115.00 Percentage Complete 0.42%					
CONTRACTOR: METRA INDUSTRIES 50 MULLER PLACE LITTLE FALLS, NJ 07424									
ITEM #	Description	CNRCT QNTY	CNRCT U/P	EST COST	THIS PERIOD		TOTAL TO DATE		% COMPLETE
					QNTY	AMOUNT	QNTY	AMOUNT	
1	Clearing Clearing	1 LS	2,500.00	2,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
2	Mobilization Mobilization	1 LS							
2a	Procurement & submission and/or Processing & development of Performance and Payment Bonds, Added Insurance, Contract Agreements, emergency phone list, initial utility markout requests +	1 LS	65,000.00	65,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2b	Coordinate, schedule, perform preconstruction video	1 LS	10,000.00	10,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2c	Move equipment to jobsite	1 LS	120,000.00	120,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total Mobilization			195,000.00						
3	Exploratory Excavation Test Pit	20 EA	1,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
4a	Material Stored On Site (Pipe) 6-INCH NON-PRESSURE PVC SEWER & SPECIAL	3,350 LF	1.94	6,499.00	0.00	\$0.00	0.00	\$0.00	0.00%
4b	Balance of Unit Price (install) PVC SEWER & SPECIAL	3,350 LF	98.06	328,501.00	0.00	\$0.00	0.00	\$0.00	0.00%
4	Total Unit Price		100.00						
5a	Material Stored On Site (Pipe) 8-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,400 LF	3.60	5,040.00	0.00	\$0.00	0.00	\$0.00	0.00%
5b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,400 LF	100.40	140,560.00	0.00	\$0.00	0.00	\$0.00	0.00%
5	Total Unit Price		104.00						
6a	Material Stored On Site (Pipe) 12-INCH NON-PRESSURE PVC SEWER & SPECIAL	345 LF	7.80	2,691.00	0.00	\$0.00	0.00	\$0.00	0.00%
6b	Balance of Unit Price (install) PVC SEWER & SPECIAL	345 LF	106.20	36,639.00	0.00	\$0.00	0.00	\$0.00	0.00%
6	Total Unit Price		114.00						
7a	Material Stored On Site (Pipe) 18-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,250 LF	13.40	16,750.00	0.00	\$0.00	0.00	\$0.00	0.00%
7b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,250 LF	125.60	157,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
7	Total Unit Price		139.00						
8a	Material Stored on Site - structure Drop Manholes - 5-FOOT ID	33 VF	150.00	4,950.00	0.00	\$0.00	0.00	\$0.00	0.00%
8b	Balance of Unit Price (install) Manhole	33 VF	1,650.00	54,450.00	0.00	\$0.00	0.00	\$0.00	0.00%
8	Total Unit Price		1,800.00						
9a	Material Stored on Site - structure Drop Manholes - 6-FOOT ID	67 VF	400.00	26,800.00	0.00	\$0.00	0.00	\$0.00	0.00%
9b	Balance of Unit Price (install) Manhole	67 VF	500.00	33,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
9	Total Unit Price		900.00						
10a	Material Stored on Site - structure Standard Manhole - 4-foot ID	156 VF	150.00	23,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
10b	Balance of Unit Price (install) Manhole	156 VF	450.00	70,200.00	0.00	\$0.00	0.00	\$0.00	0.00%
10	Total Unit Price		600.00						
11a	Material Stored on Site - structure Standard Manhole - 5-foot ID	27 VF	300.00	8,100.00	0.00	\$0.00	0.00	\$0.00	0.00%

11b	Balance of Unit Price (install) Manhole	27 VF	100.00	2,700.00	0.00	\$0.00	0.00	\$0.00	0.00%
11	Total Unit Price		400.00						
12a	Material Stored on Site - structure Standard Manhole - 6-foot ID	11 VF	400.00	4,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
12b	Balance of Unit Price (install) Manhole	11 VF	2,600.00	28,600.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	Total Unit Price		3,000.00						
13a	Material Stored on Site - structure Doghouse Manhole - 5-foot ID	2 EA	6,000.00	12,000.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
13b	Balance of Unit Price (install) Manhole	2 EA	7,000.00	14,000.00	2.00	\$14,000.00	2.00	\$14,000.00	100.00%
13	Total Unit Price		13,000.00						
14a	Material Stored on Site - structure Doghouse Manhole - 6-foot ID	1 EA	5,000.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14b	Balance of Unit Price (install) Manhole	1 EA	10,000.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14	Total Unit Price		15,000.00						
15a	Material Stored on Site frame/cover 30-Inch Manhole Frame & Cover	29 EA	375.00	10,875.00	2.00	\$750.00	2.00	\$750.00	6.90%
15b	Balance of Unit Price (install) Frame & Cover	29 EA	70.00	2,030.00	2.00	\$140.00	2.00	\$140.00	6.90%
15	Total Unit Price		445.00						
16	1.7-FT BY 2.2-FT Sewer Rehab (Centrifugally Cast Cement Mortar Lining)	0 LF	0.00	0.00	0.00	\$0.00	0.00	\$0.00	
17a	Materials (pipe) 6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	1,050 LF	2.05	2,152.50	161.00	\$330.05	161.00	\$330.05	15.33%
17b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,050 LF	252.95	265,597.50	161.00	\$40,724.95	161.00	\$40,724.95	15.33%
17	Total Unit Price		255.00						
18a	Materials (pipe) 8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	850 LF	3.25	2,762.50	-290.00	-\$942.50	-290.00	-\$942.50	0.00%
18b	Balance of Unit Price (install) PVC SEWER & SPECIAL	850 LF	251.75	213,987.50	-290.00	-\$73,007.50	-290.00	-\$73,007.50	0.00%
18	Total Unit Price		255.00						
19a	Materials stored on site (pipe) 12-Inch HDPE Non-Pressure Storm Sewer and Special	1,120 LF	4.65	5,208.00	0.00	\$0.00	0.00	\$0.00	0.00%
19b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,120 LF	225.35	252,392.00	0.00	\$0.00	0.00	\$0.00	0.00%
19	Total Unit Price		230.00						
20a	Materials stored on site (pipe) 15-Inch HDPE Non-Pressure Storm Sewer and Special	930 LF	6.65	6,184.50	-7.00	-\$46.55	-7.00	-\$46.55	0.00%
20b	Balance of Unit Price (install) PVC SEWER & SPECIAL	930 LF	248.35	230,965.50	-7.00	-\$1,738.45	-7.00	-\$1,738.45	0.00%
20	Total Unit Price		255.00						
21a	Materials stored on site (pipe) 18-Inch HDPE Non-Pressure Storm Sewer and Special	125 LF	9.25	1,156.25	0.00	\$0.00	0.00	\$0.00	0.00%
21b	Balance of Unit Price (install) PVC SEWER & SPECIAL	125 LF	245.75	30,718.75	0.00	\$0.00	0.00	\$0.00	0.00%
21	Total Unit Price		255.00						
22a	Materials stored on site (pipe) 24-Inch HDPE Non-Pressure Storm Sewer and Special	735 LF	14.75	10,841.25	140.00	\$2,065.00	140.00	\$2,065.00	19.05%
22b	Balance of Unit Price (install) PVC SEWER & SPECIAL	735 LF	290.25	213,333.75	140.00	\$40,635.00	140.00	\$40,635.00	19.05%
22	Total Unit Price		305.00						
23a	Materials stored on site (pipe) 30-Inch HDPE Non-Pressure Storm Sewer and Special	55 LF	21.00	1,155.00	0.00	\$0.00	0.00	\$0.00	0.00%

23b	Balance of Unit Price (install) PVC SEWER & SPECIAL	55 LF	294.00	16,170.00	0.00	\$0.00	0.00	\$0.00	0.00%
23	Total Unit Price		315.00						
24	NYS DOT Type 'A' Storm Catch Basin	62 VF	125.00	7,750.00	0.00	\$0.00	0.00	\$0.00	0.00%
25	Storm Drainage Frame, Grate and Inlet	17 EA	250.00	4,250.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Trash Rack Vault								
26a	Hatch (materials stored on site)	1 LS	1,775.00	1,775.00	0.00	\$0.00	0.00	\$0.00	0.00%
26b	Precast Structure (materials stored)	1 LS	6,550.00	6,550.00	0.00	\$0.00	0.00	\$0.00	0.00%
26c	Balance of Unit Price (install)	1 LS	26,675.00	26,675.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Total Unit Price		35,000.00						
27	Energy Dissipating Vault	1 LS							
27a	Frame/Cover (materials stored on site)	2 Ea	245.00	490.00	0.00	\$0.00	0.00	\$0.00	0.00%
27b	Precast Structure (materials stored)	1 LS	3,925.00	3,925.00	0.00	\$0.00	0.00	\$0.00	0.00%
27c	Balance of Unit Price (install)	1 LS	25,585.00	25,585.00	0.00	\$0.00	0.00	\$0.00	0.00%
27	Total Unit Price		30,000.00						
28	Concrete Sub-base Removal	2,000 LF	4.00	8,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
29	Sub-base Sub-base	3,720 CY	20.00	74,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
30	Asphalt Binder Course	1,200 Tons	190.00	228,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
31	Asphalt Top Course	760 Ton	150.00	114,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
32	Asphalt Truing and Leveling	180 Ton	1.00	180.00	0.00	\$0.00	0.00	\$0.00	0.00%
33	Erosion And Sediment Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
34	Sewer Flow Control Sewer Flow Control	1 LS	2,500.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
35	Work Zone Traffic Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
36	Cold Milling of Bituminous Concrete	3,250 SY	18.00	58,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
37	Remove and Stack Bricks	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
38	Remove and Reset Bluestone Sidewalk	2,100 LF	1.00	2,100.00	0.00	\$0.00	0.00	\$0.00	0.00%
39	Reset Cobblestone Gutter	725 LF	5.00	3,625.00	0.00	\$0.00	0.00	\$0.00	0.00%
40	Sewer Lateral Location	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
41	Water Service Relocation	20 EA	250.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
42	Abandonment of Existing Combined Sewers	1 LS	1,000.00	1,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
43	Asbestos Removal Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
44	Clinton Street Drainage Bypass Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
45	New Blue Stone Sidewalks	500 SF	20.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
46	Sewer Rehabilitation (Polyester Fiber Felt Liner with Thermosetting Resin)	1,030 LF	150.00	154,500.00	-140.00	-\$21,000.00	-140.00	-\$21,000.00	0.00%
1A	ALTERNATE ITEM Lead Water Service Replacement	20 EA	1,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
2A	ALTERNATE ITEM 3/4-inch Type K Copper Tubing 3/4-inch Type K Copper Tubing	600 LF	50.00	30,000.00	0.00	\$0.00	0.00	\$0.00	0.00%

Totals

\$3,298,115.00

\$13,910.00

\$13,910.00

Payment Summary

Total due on contract items

\$13,910.00

Materials Stored on Site (breakdown attached)

Sub total

\$13,910.00

5% Retainage

-\$695.50

Sub total

\$13,214.50

Amount Previously Paid

\$0.00

Total due this period

\$13,214.50

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending **EWS TBD**
Revised on:

Cost Proposal (See pg 3) **\$32,391.62**

Location:

Clinton Street, Newburgh, NY

Description:

Redesign #2 Sheets G 3.3 and G 3.6

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	1	24.00	\$55.00	\$1,320.00
FOREMAN	1	24.00	\$46.75	\$1,122.00
BACKHOE OPERATOR	1	24.00	\$49.22	\$1,181.28
LOADER OPERATOR	0	0.00	\$47.63	\$0.00
LABORERS	1	24.00	\$46.00	\$1,104.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	1	24.00	\$43.89	\$1,053.36
TOTAL LABOR				\$5,780.64

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		24.00	\$22.45	\$538.80
FOREMAN		24.00	\$25.53	\$612.72
BACKHOE OPERATOR		24.00	\$31.78	\$762.72
LOADER OPERATOR		0.00	\$31.78	\$0.00
LABORERS		24.00	\$25.53	\$612.72
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		24.00	\$28.56	\$685.44
TOTAL BENEFITS				\$3,212.40

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	1	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 320	1	0.00	\$30.83	\$0.00
PICK-UP TRUCK	2	48.00	\$6.11	\$293.28
TANDEM DUMP/DUMP TRUCK	1	24.00	\$85.00	\$2,040.00
Backhoe CAT 328	0	0.00	\$59.80	\$0.00
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD

Revised on:

Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	0	0.00	\$2.12	\$0.00

TOTAL EQUIPMENT COST \$2,333.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 320	0.00	\$35.85	\$0.00
PICK-UP TRUCK	48.00	\$18.70	\$897.60
TANDEM DUMP/DUMP TRUCK	24.00	\$61.70	\$1,480.80
Backhoe CAT 328	0.00	\$69.35	\$0.00
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	0.00	\$1.95	\$0.00

TOTAL OPERATING COSTS \$2,378.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
Core MH for 8" Hole Sub	2.00	\$600.00	\$1,200.00
Plug 2 15" Holes in Inlets MAT only, labor above	2.00	\$50.00	\$100.00
Disposal 8.8 CY Material - Truck above	8.80	\$8.00	\$70.40
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$1,370.40

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	Pending	EWS TBD
Revised on:		

Summary

LABOR	\$5,780.64
MATERIALS & SUBS	\$1,370.40
BENEFITS	\$3,212.40
EQUIPMENT	\$2,333.28
OPERATING COST	\$2,378.40
SUBTOTAL	\$15,075.12
OVERHEAD @ 10%	\$1,507.51
SUBTOTAL	\$16,582.63
PROFIT @ 10%	\$1,658.26
SUBTOTAL	\$18,240.90
INSURANCE & PAYROLL TAX	\$2,390.73
Lost Profit Due to Design Change	\$11,760.00
Total	\$32,391.62

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 3

Total of Extra Work (see page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 4, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #5A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018 **EWS: 3**
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/04/2018

EWS: 3

Revised on: 5/8/2018, 6/27/2018

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018
Revised on: 5/8/2018, 6/27/2018

EWS: 8

Total of Extra Work (See Page 3):

\$2,911.83

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave. It was discovered that the designed manhole #281A did not line up with the new design. We had to modify the manhole by cutting the hole larger and the parge the hole with brick and mortar around the pipe. This required 4 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	4.00	\$46.75	\$187.00
BACKHOE OPERATOR	1	4.00	\$49.22	\$196.88
LOADER OPERATOR	1	4.00	\$47.63	\$190.52
LABORERS	2	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$942.40

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		4.00	\$25.53	\$102.12
BACKHOE OPERATOR		4.00	\$31.78	\$127.12
LOADER OPERATOR		4.00	\$31.78	\$127.12
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$560.60

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	4.00	\$3.20	\$12.80
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	4.00	\$57.97	\$231.88
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 EWS: 8
Revised on: 5/8/2018, 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	4.00	\$2.12	\$8.48
TOTAL EQUIPMENT COST				\$253.16

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	4.00	\$12.00	\$48.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	4.00	\$68.10	\$272.40
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	4.00	\$1.95	\$7.80
TOTAL OPERATING COSTS			\$328.20

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/12/2018	EWS: 8
Revised on:	5/8/2018, 6/27/2018	

Summary

LABOR	\$942.40
MATERIALS & SUBS	\$0.00
BENEFITS	\$560.60
EQUIPMENT	\$253.16
OPERATING COST	\$328.20
SUBTOTAL	\$2,084.36
OVERHEAD @ 10%	\$208.44
SUBTOTAL	\$2,292.80
PROFIT @ 10%	\$229.28
Subtotal	\$2,522.08
INSURANCE & PAYROLL TAX	\$389.75
Subtotal	\$2,911.83

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 **EWS: 9**
Revised on: 6/27/2018

Total of Extra Work (see page 3): **\$1,455.91**

Location:

Clinton Street, Newburgh, NY

Description:

On April 17, 2018, Metra industries had a mainline crew installing 24" storm sewer pipe on Clinton Ave. It was discovered that the designed DMH #4A did not line up with the new design. We had to modify the manhole by cutting a new hole and the parge the holes with brick and mortar around the pipe. This required 2 hours of extra work as a result. The modification was discussed in the field with the inspector and agreed to in lieu of ordering a new manhole, since this manhole was released prior to the design change.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	2	4.00	\$46.00	\$184.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	0	0.00	\$43.89	\$0.00
TOTAL LABOR				\$471.20
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		4.00	\$25.53	\$102.12
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		0.00	\$28.56	\$0.00
TOTAL BENEFITS				\$280.30
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	0	0.00	\$30.83	\$0.00
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	0	0.00	\$24.40	\$0.00
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018 EWS: 9
Revised on: 6/27/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	1	2.00	\$2.12	\$4.24

TOTAL EQUIPMENT COST \$126.58

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	0.00	\$35.85	\$0.00
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	0.00	\$47.20	\$0.00
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	2.00	\$1.95	\$3.90

TOTAL OPERATING COSTS \$164.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/17/2018
Revised on: 6/27/2018

EWS: 9

Summary

LABOR	\$471.20
MATERIALS & SUBS	\$0.00
BENEFITS	\$280.30
EQUIPMENT	\$126.58
OPERATING COST	\$164.10
SUBTOTAL	\$1,042.18
OVERHEAD @ 10%	\$104.22
SUBTOTAL	\$1,146.40
PROFIT @ 10%	\$114.64
Subtotal	\$1,261.04
INSURANCE & PAYROLL TAX	\$194.88
Subtotal	\$1,455.91

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #10 Uncharted-unmarked-broken 2inch Water.

As described on the EWS itself, on April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was outside of the original designed work and was struck and broken. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location, see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS' prior EWS's.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #10 Uncharted-unmarked-broken 2inch Water

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:

04/09/2018

EWS: 10

Revised on:

5/8/2018

Total of Extra Work (see page 3):

\$3,294.58

Location:

Clinton Street, Newburgh, NY

Description:

On April 9, 2018, Metra industries had a mainline crew installing 18" sewer pipe on Clinton Ave, near DMH 4A. It was discovered that there was an uncharted/unmarked 2" Waterline. This line was struck and broke. This caused water to flood our trench, which we had to pump out. We also had to call the water department to come and fix this line. This required 2 hours of extra work as a result. see attached photos.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	4.00	\$43.89	\$175.56
TOTAL LABOR				\$830.76

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		4.00	\$28.56	\$114.24
TOTAL BENEFITS				\$496.66

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	2	4.00	\$24.40	\$97.60
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/09/2018 EWS: 10
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$602.32

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komastu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	4.00	\$47.20	\$188.80
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$509.10

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
 Project: Liberty & Grand Streets Sewer Improvements
 Contractor: Metra Industries

Date of extra work:	04/09/2018	EWS: 10
Revised on:	5/8/2018	

Summary

LABOR	\$830.76
MATERIALS & SUBS	\$0.00
BENEFITS	\$496.66
EQUIPMENT	\$602.32
OPERATING COST	\$509.10
SUBTOTAL	\$2,438.84
OVERHEAD @ 10%	\$243.88
SUBTOTAL	\$2,682.72
PROFIT @ 10%	\$268.27
Subtotal	\$2,951.00
INSURANCE & PAYROLL TAX	\$343.58
Subtotal	\$3,294.58

Regency

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: Climax & Liberty @ Mt 4A

Time: 4:41

AM PM

Date of Report: 4/24/12

Date of Incident: 4/9/12

For empty lot

Summary of Incident:

Broke unmarked uncharted 2"
water line - NO MARK

Witnesses Name: Felipe Aguilar

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Broke 2" Cast iron pipe
Shut down

Water lost 2 hrs

Claimant Name: City of Newburgh

Address: _____

Telephone: _____

Metra Industries Representative: _____

Charles Schetty
(Please Print Name)

Chy
(Signature)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_apr&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5wJSJGJ8&m=sJJ5nDrcEvgB3dXcmuhEqG3lKaW0rjAAHpeXP9Ahw6U&s=FX0_evxBAetHib8m-ktc8i-EcEdbYP5zJXGN8ZBrZjs&e= or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-044).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pqBNMsn9x8pVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgScpe7zVNtgYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

Now that you have taken the important first step of calling before you dig, here is what happens next:

You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

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Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6IBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cmI6IBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=olZXyVjzrCIJqBRRC9Hv5f6nFBgWk1OiJHMKpUpJ7WI&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

The location of any privately owned utility (such as a service drop) is typically the responsibility of the property owner, since the property owner is the person who (a) owns it, and (b) had it installed. If the property owner is unsure of the location of the service drops, private locating services are available in most areas. Dig Safely New York has compiled a list of several of these services, but be advised that the list is incomplete and no endorsements are implied.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=QXFao-gIT9kiQFNpg9G_pN2g8TV4G2vOCJdgmheMODM&e=

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_CdpqnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=R24p01vOpZtndrzGzy1wLQ8o4s9w7QNDRdp7eEIUpE&s=H1KIGShrS4_CQ6cGxGEHdw-4-dnLzh54R_huPjLnYfM&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

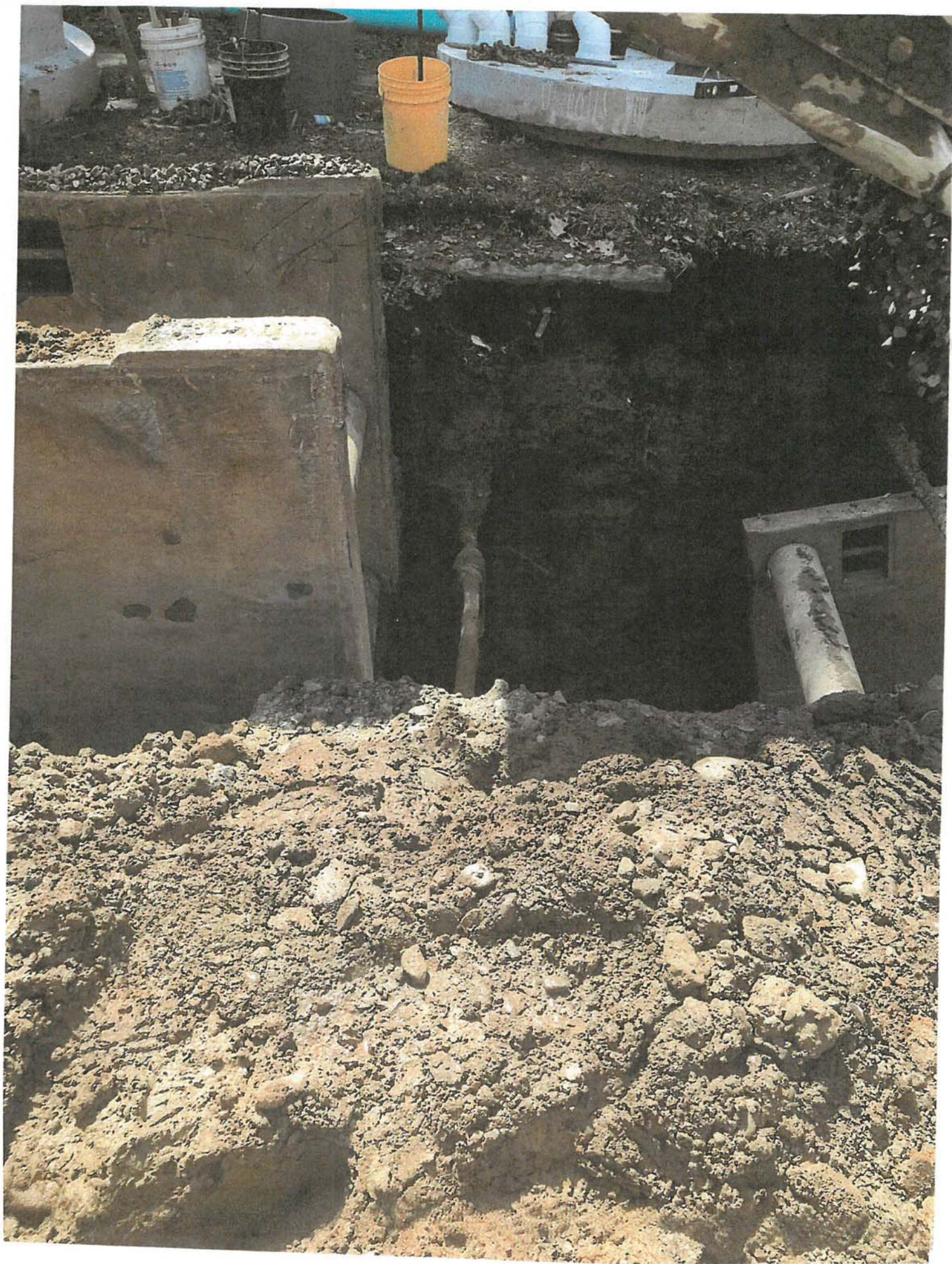
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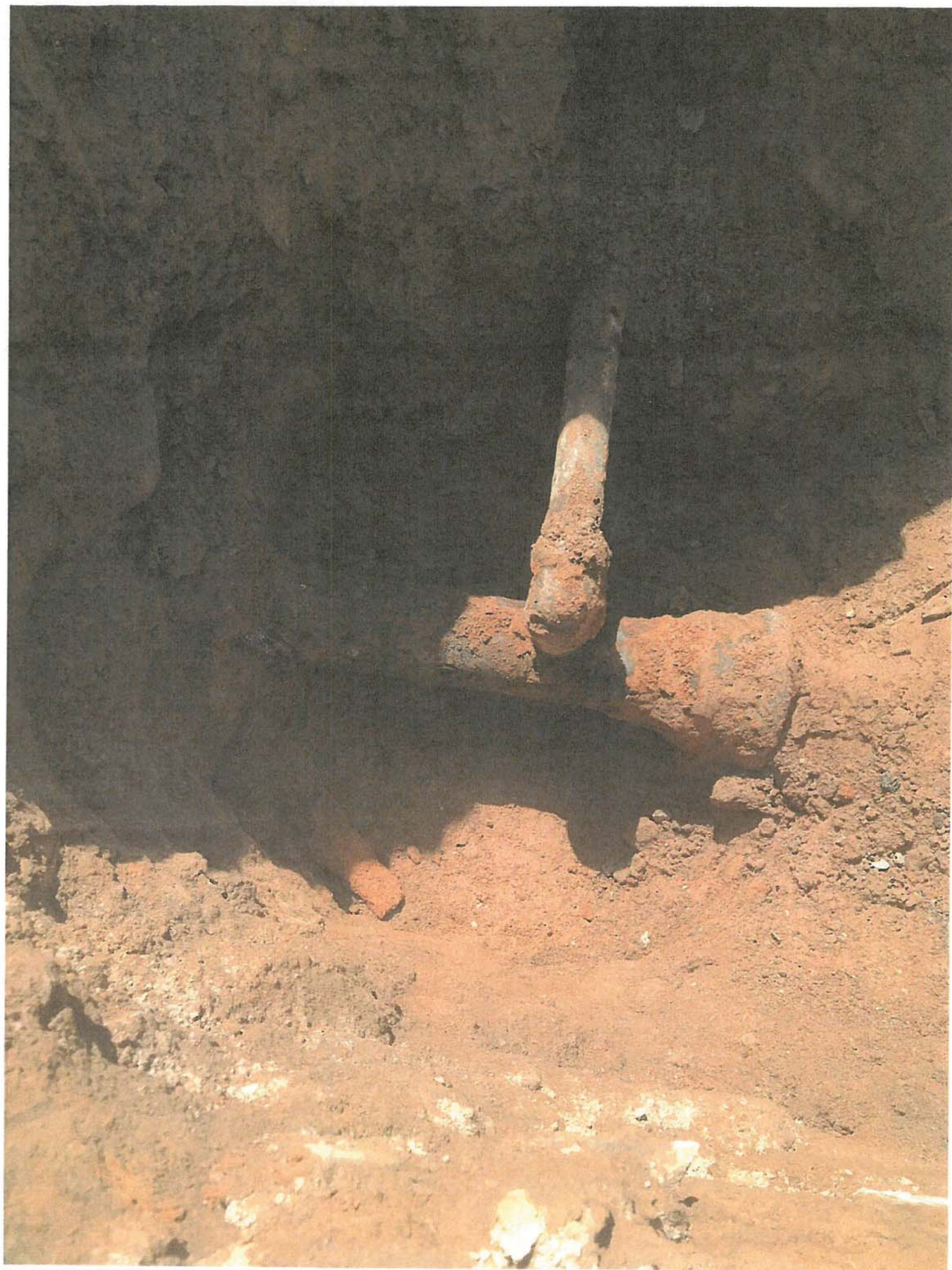
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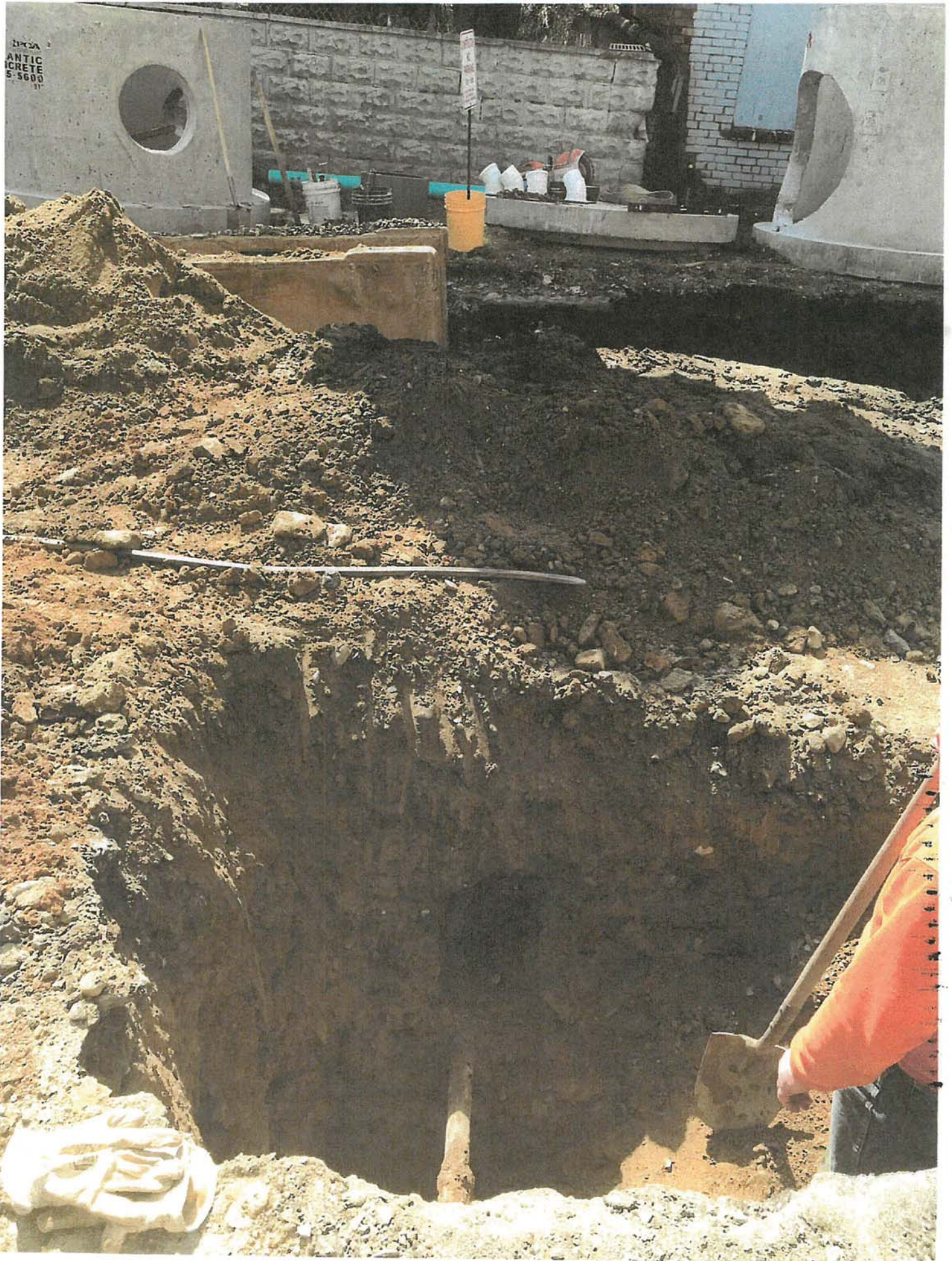
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Thank you for utilizing this one call service to ensure a safe excavation.







Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

April 30, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #11 - Water Main Broken outside of trench.

As described on the EWS itself; on April 12, 2018, Metra Industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This break occurred purely as a result of the pre-existing rotted out old, deteriorated condition of the existing water main which was unable to withstand normal everyday rigors. The sudden and unprompted failure of this line outside the limits of our direct disturbance and direct zone of influence caused considerable extra work for Metra. As the area become flooded, we performed extra work on an emergency basis to preserve both property and life and to assure continuous and uninterrupted service to the affected residents could be maintained or otherwise restored. Our prudent actions mitigated the situation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired. See attached pictures.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

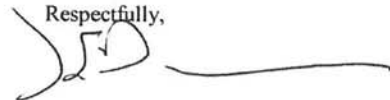
"Existing utilities including, but not limited to, water and sewer service, underground telephone, electrical, storm sewers and gas, shall be located, verified. Contractor shall contact Dig Safely New York to complete mark outs and provide sufficient subsurface utility information in order to verify that all existing utilities depths and locations along the entire corridor will not interfere with construction of the proposed sewer mains."

Metra called for mark-outs for this location - see attached confirmation of mark outs.

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Transmittal EWS #11 Water Main Broke outside of trench

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$3,679.48**

Location:

Clinton Street, Newburgh, NY

Description:

On April 12, 2018, Metra industries had a mainline crew installing manhole MH#281A. As we removed the steel plates, the old deteriorated water main outside of our excavation broke and flooded the excavation. This caused 2 hours of extra work of pumping out this water, removing muck and aiding in the excavation for the water company to repair the main. We backfilled the additional area once repaired.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	2.00	\$46.75	\$93.50
BACKHOE OPERATOR	1	2.00	\$49.22	\$98.44
LOADER OPERATOR	1	2.00	\$47.63	\$95.26
LABORERS	4	8.00	\$46.00	\$368.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	3	6.00	\$43.89	\$263.34
TOTAL LABOR				\$918.54

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		2.00	\$25.53	\$51.06
BACKHOE OPERATOR		2.00	\$31.78	\$63.56
LOADER OPERATOR		2.00	\$31.78	\$63.56
LABORERS		8.00	\$25.53	\$204.24
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		6.00	\$28.56	\$171.36
TOTAL BENEFITS				\$553.78

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	2.00	\$30.83	\$61.66
PICK-UP TRUCK	1	2.00	\$3.20	\$6.40
TANDEM DUMP/DUMP TRUCK	3	6.00	\$24.40	\$146.40
Backhoe CAT 328	1	2.00	\$57.97	\$115.94
TRENCH BOX	1	2.00	\$80.98	\$161.96
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	4.00	\$3.78	\$15.12
PUMP	1	2.00	\$4.58	\$9.16
Trench Compactor	1	2.00	\$23.53	\$47.06
BROOM	1	2.00	\$16.85	\$33.70
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	2.00	\$16.55	\$33.10
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 04/12/2018 **EWS: 11**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	2.00	\$8.19	\$16.38
UTILITY SAW	1	2.00	\$2.12	\$4.24
TOTAL EQUIPMENT COST				\$651.12

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komastu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	2.00	\$35.85	\$71.70
PICK-UP TRUCK	2.00	\$12.00	\$24.00
TANDEM DUMP/DUMP TRUCK	6.00	\$47.20	\$283.20
Backhoe CAT 328	2.00	\$68.10	\$136.20
TRENCH BOX	2.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	4.00	\$0.00	\$0.00
PUMP	2.00	\$4.00	\$8.00
Trench Compactor	2.00	\$11.00	\$22.00
BROOM	2.00	\$21.50	\$43.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	2.00	\$2.20	\$4.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	2.00	\$3.55	\$7.10
UTILITY SAW	2.00	\$1.95	\$3.90
TOTAL OPERATING COSTS			\$603.50

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work:

04/12/2018

EWS: 11

Revised on:

5/8/2018

Summary

LABOR	\$918.54
MATERIALS & SUBS	\$0.00
BENEFITS	\$553.78
EQUIPMENT	\$651.12
OPERATING COST	\$603.50
SUBTOTAL	\$2,726.94
OVERHEAD @ 10%	\$272.69
SUBTOTAL	\$2,999.63
PROFIT @ 10%	\$299.96
Subtotal	\$3,299.60
INSURANCE & PAYROLL TAX	\$379.88
Subtotal	\$3,679.48

Regina

Metra Industries, Inc.

Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury ☐ Property Damage ☒ Workers Compensation ☐ Auto ☐

General Information:

Location: Clinton & Liberty @ Rt 281A Time: _____ AM PM
Date of Report: _____ Date of Incident: 4/12/18

Summary of Incident:

Exhaust water pump broke old cast iron
old deteriorated pump

Witnesses Name: Felipe

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

Claimant Name: _____

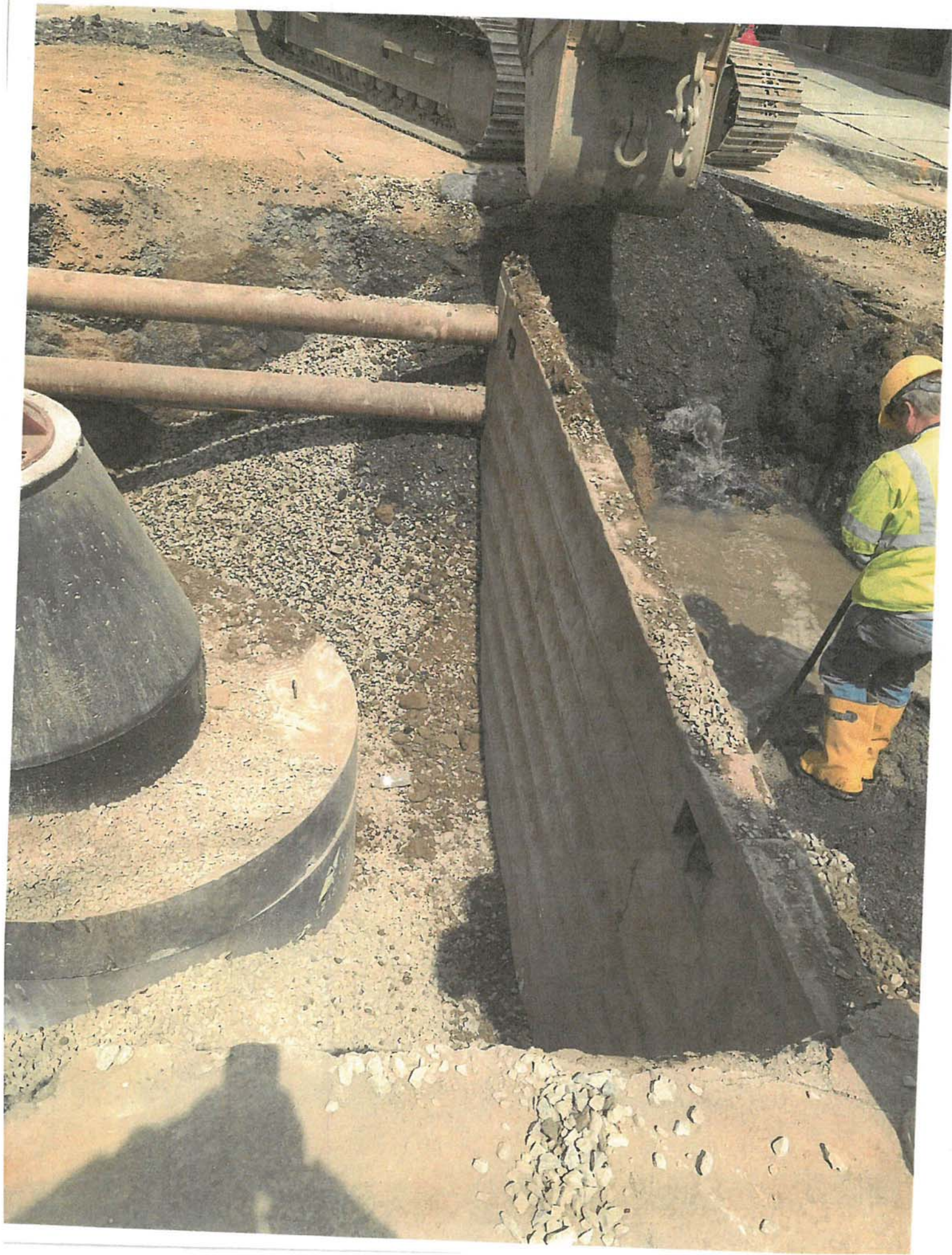
Address: _____

Telephone: _____

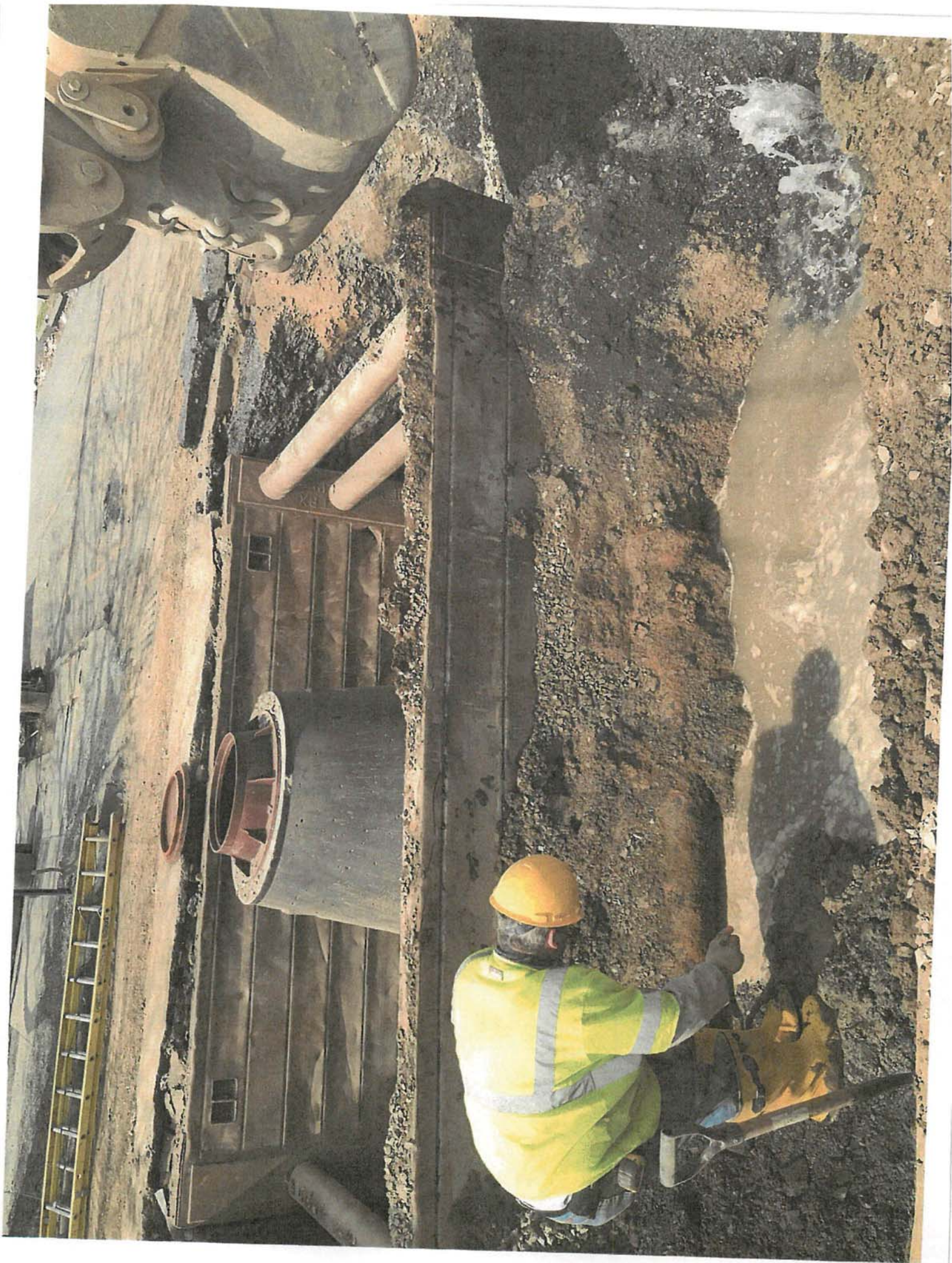
Metra Industries Representative:

Chas Schattler
(Please Print Name)

[Signature]
(Signature)







JOB <u>306</u>		DAILY JOB REPORT				Foreman <u>C. Peres</u>				
DATE <u>4-12-18</u>		METRA Industries				Weather <u>cloudy</u>				
M <u>Tu</u> W <u>Th</u> F		50 Muller Place				Temp <u> </u> AM <u> </u> PM				
Sa <u>Su</u>		Little Falls, NJ 07424								
LABOR		Description of Work Done				House Connection				
Title	Full Name	HRS	Street <u>Clinton & Liberty</u>				Street <u> </u>			
			MH. <u> </u> TO MH <u> </u>				No. <u> </u> Sta. <u> </u> Depth <u> </u> Length <u> </u>			
	<u>F. OLIVEIRA</u>	<u>9.5</u>	STATION Pipe							
	<u>F. C. PERES</u>	<u>9</u>	Start	Stop	Size	LF.	Width			
			<u>Helping VICTOR'S CREW ON</u>							
	<u>OP. M. PINTOR</u>	<u>9</u>	<u>MONTGOMERY ST...</u>							
	<u>OP. C. ARAUJO</u>	<u>9</u>								
	<u>LAS J. ALMEIDA</u>	<u>9</u>								
	<u>LAS C. RHODES</u>	<u>9</u>	M.H.#	Street	Stat.	Depth				
	<u>LAS J. LASHA</u>	<u>9</u>								
	<u>LAS L. LEAKES</u>	<u>9</u>								
DEPTH OF										
Stone Fill QP. Temp BT										
Type	EQUIP.	HRS	PAVING / RESTORATION							
<u>328</u>	<u>Back Hoe</u>	<u>9</u>	Street	Length	Width	Depth				
<u>250</u>	<u>Loader</u>	<u>9</u>								
<u>756</u>	<u>Pickup</u>	<u>9.5</u>								
<u>3</u>	<u>Tandem</u>									
<u>762</u>	<u>Pickup</u>	<u>9</u>								
<u>1369</u>	<u>Pickup</u>	<u>9</u>								
<u>1000</u>	<u>Truck</u>	<u>9</u>								
<u>Sweeper</u>		<u>9</u>								
<u>COMPRESSOR</u>		<u>9</u>								
REMARKS OF EXTRA WORK										
- Finishing installing the MH #281A										
- Making the Existing SEWER connections										
* Notes: (4 hours)										
- cutting the hole bigger in the MH										
because different grade AND SIZE										
* The WATER MAIN Broke by a tree										
connection next to the MH 281A										
When we REMOVE the SKILL PLATES										
in the morning we DIDN'T touch it...										
* we call the water comp, they CAME AND										
fixed it...										

Top Width
 Q.P.
 Fill
 Fill
 Stone
 Stone
 Bottom Width
 Item# FOR OFFICE USE



INSPECTOR: Jeff

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

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Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pgBNMsn9xBpVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Tue 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-041, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

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Thank you for utilizing this one call service to ensure a safe excavation.

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018
Revised on: 5/8/2018

EWS: 12

Uncharted Electric Conduit

\$11,531.02

Location:

Clinton Street, Newburgh, NY

Description:

On April 23, 2018, Metra industries had a mainline crew installing 24" Storm Sewers on Clinton Street. As we worked, an uncharted/unmarked electric conduit collapsed into our excavation. We had to stop and secure this unmarked conduit with straps and ensure that it was not damaged. This caused 7 hours of extra work to include securing the conduit and backfilling around it to avoid damaging it.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	7.00	\$46.75	\$327.25
BACKHOE OPERATOR	1	7.00	\$49.22	\$344.54
LOADER OPERATOR	1	7.00	\$47.63	\$333.41
LABORERS	4	28.00	\$46.00	\$1,288.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	14.00	\$43.89	\$614.46
TOTAL LABOR				\$2,907.66
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		7.00	\$25.53	\$178.71
BACKHOE OPERATOR		7.00	\$31.78	\$222.46
LOADER OPERATOR		7.00	\$31.78	\$222.46
LABORERS		28.00	\$25.53	\$714.84
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		14.00	\$28.56	\$399.84
TOTAL BENEFITS				\$1,738.31
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	7.00	\$30.83	\$215.81
PICK-UP TRUCK	1	7.00	\$3.20	\$22.40
TANDEM DUMP/DUMP TRUCK	2	14.00	\$24.40	\$341.60
Backhoe CAT 328	1	7.00	\$57.97	\$405.79
TRENCH BOX	1	7.00	\$80.98	\$566.86
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	14.00	\$3.78	\$52.92
PUMP	1	7.00	\$4.58	\$32.06
Trench Compactor	1	7.00	\$23.53	\$164.71
BROOM	1	7.00	\$16.85	\$117.95
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	7.00	\$16.55	\$115.85
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018 **EWS: 12**
Revised on: 5/8/2018

Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	7.00	\$8.19	\$57.33
UTILITY SAW	1	7.00	\$2.12	\$14.84
TOTAL EQUIPMENT COST			\$2,108.12	

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	7.00	\$35.85	\$250.95
PICK-UP TRUCK	7.00	\$12.00	\$84.00
TANDEM DUMP/DUMP TRUCK	14.00	\$47.20	\$660.80
Backhoe CAT 328	7.00	\$68.10	\$476.70
TRENCH BOX	7.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	14.00	\$0.00	\$0.00
PUMP	7.00	\$4.00	\$28.00
Trench Compactor	7.00	\$11.00	\$77.00
BROOM	7.00	\$21.50	\$150.50
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	7.00	\$2.20	\$15.40
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	7.00	\$3.55	\$24.85
UTILITY SAW	7.00	\$1.95	\$13.65
TOTAL OPERATING COSTS			\$1,781.85

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 4/20/2018 & 4/23/2018
Revised on: 5/8/2018

EWS: 12

Summary

LABOR	\$2,907.66
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,738.31
EQUIPMENT	\$2,108.12
OPERATING COST	\$1,781.85
SUBTOTAL	\$8,535.94
OVERHEAD @ 10%	\$853.59
SUBTOTAL	\$9,389.53
PROFIT @ 10%	\$938.95
Subtotal	\$10,328.48
INSURANCE & PAYROLL TAX	\$1,202.53
Subtotal	\$11,531.02

JCS
Dun

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, N.J. 07424

DATE: 4/23/18 / 4/20/19

PROJECT: Liberty & Clinton

OWNER: City of Elizabeth, NJ

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location: Down line 3564 to 3554

Work performed:

additional work to deal with uncharted
Electric lines

Labor, Equipment and Materials:

Type

Fazaman

2 operators

4 laborers

2 Dump trucks

1 CAT 320

1 Komatsu 250

1 pickup truck

Hours/Quantity

7 hrs

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

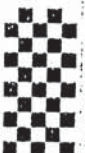
Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed:

Metra Industries

AN EQUAL OPPORTUNITY EMPLOYER



Incident Report Form

Project Name & Job Number: Newburgh

Type of Incident: (please circle)

Bodily Injury

Property Damage

Workers Compensation

Auto

General Information:

Location: 72 Clinton Time: _____ AM PM
Date of Report: 4/23/18 Date of Incident: 4/23/18

Summary of Incident:

unCharged electric lines collapse
in to trench lifted up conductors

Witnesses Name: Felipe

Witnesses Telephone: _____

List other Subcontractors or Contractors working in area:

Description of Damage or Injury: (include make, model, VIN)

electric conductors

Claimant Name: _____

Address: _____

Telephone: _____

Metra Industries Representative: _____

ASchattler
(Please Print Name)

[Signature]
(Signature)



(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-044, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-044, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilities being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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You've scheduled your excavation to begin on 04/10/2018 07:00:00 AM. The utilities have until that time to mark their facilities around your indicated job site. To assist in that process, it is suggested that you outline the perimeter of the digsite using white paint or white flags, to narrow down the location as closely as is possible.

After a utility has marked, or if they have no facilities in that immediate area, each utility should respond to Dig Safely New York's APR system with their results, indicating that their stakeout process is complete, or that they had no facilities in the area. Dig Safely New York's APR system will consolidate their responses and attempt to send the result to you a few business hours before 04/10/2018 07:00:00 AM, or it will send it immediately if all have checked-in sooner. Some facility owners may also contact you directly if a high risk or high value facility is nearby.

You should receive "Positive Response" from *each* utility listed above before you commence excavating. You can view the current response status at any time by visiting <https://urldefense.proofpoint.com/v2/url?u=http-3A-www.digsafelynewyork.com-apr&d=DwlCAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A-CdpGnVfiiMM&r=rGqNpexfysehWegC-LpBO7cmI6lBTpuZXfY5uJSJGJ8&m=slJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=FX0-evxBAetHib8m-ktc8i-EcEdbYP5zJXGNBZBrzJs&e=> or you can dial 1-888-Diggers (888-344-4377) to check via phone call. It will want to know your phone and ticket number (973-812-0333, 04058-040-044).

Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-044. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=6pgBNMsn9xBpVlz033_TeWVyX_R-qcWd4qUv86_MRTQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_tolerance-2Dzone&d=DwICAQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=rGqNpexfysehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=sIJJ5nDrcEvgB3dXcmuhEqG3IKaW0rjAAHpEX9Ahw6U&s=500mpgSce7zVNtqYSCa3gMDDEadma0KzN7IHwJI-aU&e=

Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:47 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-043, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-043, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Mci (Fiber).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-043. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

Mci: Mci National Fiber Security 800-289-3427.

Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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https://urldefense.proofpoint.com/v2/url?u=http-3A__www.digsafelynewyork.com_excavators_private-2Dlocators&d=DwlCAQ&c=euGZstcaTDIlvimEN8b7jXrwqOf-v5A_CdpgnVfiiMM&r=rGqNpexfYsehWegC-LpBO7cml6lBTpuZXfY5uJSJGJ8&m=Hf59xAQW-gDzpMNx38RMDd2NqNMME2c28pHaJS8XIZ4&s=rXeR6YkMeNRfz9jsJUOxgxpOjto6nvhlGQjiY831cQ&e=

Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

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Thank you for utilizing this one call service to ensure a safe excavation.

(Good Till 4/24/18)

Eric Gutbrod

From: DO_NOT_REPLY <APR_MailBot@DigSafelyNewYork.com>
Sent: Thursday, April 05, 2018 11:45 AM
To: Eric Gutbrod
Subject: Stakeout Request 04058-040-042, Next Steps

ERIC GUTBROD,

This is an automated message. DO NOT REPLY, it will not go anywhere.

The Dig Safely New York issued Company ID for METRA INDUSTRIES is 90460. You can use this as a shortcut to identify yourself the next time you call. No worries if you forget it, however, as your phone number can work as well.

Your stakeout request 04058-040-042, INSTALL NEW SANITARY SEWER MAIN at CLINTON ST in the City of Newburgh, resulted the following utilites being notified.

Central Hudson Gas And Electric South Electric (Electric).
Central Hudson Gas And Electric South Gas (Gas).
City Of Newburgh Dpw (Sewer, Water).
Time Warner Cable Hudson Valley (Fiber, Catv).
Verizon / Hudson Valley (Fiber, Telephone).

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Note that the Dig Safely New York call center agents cannot tell you if a utility has responded or not. Call Center Agents are not allowed to see this information.

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-042. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

Central Hudson Gas And Electric South Electric: Michael Dunning 845-206-6046.

Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

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Time Warner Cable Hudson Valley: Usic Voice Calls 800-262-8600.

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Once all utility operators have responded to your pending excavation request, you may begin excavation on your stated commencement date 04/10/2018 07:00:00 AM. Remember that you are required to hand dig within two feet of any markings prior to using mechanized equipment (Tolerance Zone) in order to verify the location and depth of the facility. Or, you can also use vacuum excavation to accomplish this goal.

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Thank you for utilizing this one call service to ensure a safe excavation.

Eric Gutbrod

If a utility has not provided Positive Response by your stated starting time, contact them via their Stakeout Contact that is provided, below. As a last resort, you can contact the one-call center and inform us of the problem. Remember to reference ticket 04058-040-041. Also remember that Dig Safely New York is a call center; it is not one of the utilities that were involved, and it is not a locating service.

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Central Hudson Gas And Electric South Gas: Michael Dunning 845-206-6046.

City Of Newburgh Dpw: Wayne Vradenburgh 845-565-3356.

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Verizon / Hudson Valley: Verizon (ppm Center) Stakeout Contact 855-226-9564.

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Thank you for utilizing this one call service to ensure a safe excavation.

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 1, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550

Re: Liberty & Grand Streets Sewer Improvements

Attention: Matthew Scavarda

Matt,

Attached for the issuance of a change order, processing and payment is our EWS #13 Relocate new pipe. On May 1, 2018 Metra had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets. This catch basin and pipe had to be removed and relocated downstream to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018).

As described on the EWS itself, due to a redesign / design change. An entire day (8hours) were required to remove and reinstall a catch basing and pipe that we had previously installed.

This is a follow up to numerous notifications we sent including but not limited to our emails of April 25, 2018 stating:

"The conflict and changes may cause extra work and therefore additional costs to the contract. This email is being sent to satisfy notification requirements. If and when we have more information and/or actual numbers, Charlie and I would like to set a meeting to discuss these changes. We'll like to do this prior to any actual submission of EWS."

Per the specification:

"The Contractor shall proceed diligently with performance of the disputed work pending final resolution of his claim for damages."

As stated on the EWS itself, a project time extension is requested for this EWS as well as for our prior EWS'.

Please contact us with any questions or concerns you may have.

Respectfully,



Jeff Dunn

C Jason Morris, City of Newburgh

/jsd

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 **EWS: 13**
Revised on: 5/8/2018

Total of Extra Work (see page 3): **\$13,178.31**

Location:

Clinton Street, Newburgh, NY

Description:

Metra Industries had a mainline crew working on May 1, 2018. This crew had installed Catch Basin – CB-xxx at the intersection of Clinton and Grand Streets along with pipe. While the work was fully underway, in progress and being completed, there was the issuance of a redesign. Accordingly, the aforementioned catch basin and pipe had to be removed and relocated downstream in order to adhere to the revised drawings. We received these revised drawings on this same day (May 1, 2018) while in progress with the actual work itself. This required the entire shift of extra work to complete.

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	0	0.00	\$55.00	\$0.00
FOREMAN	1	8.00	\$46.75	\$374.00
BACKHOE OPERATOR	1	8.00	\$49.22	\$393.76
LOADER OPERATOR	1	8.00	\$47.63	\$381.04
LABORERS	4	32.00	\$46.00	\$1,472.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	2	16.00	\$43.89	\$702.24
TOTAL LABOR				\$3,323.04
BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		0.00	\$22.45	\$0.00
FOREMAN		8.00	\$25.53	\$204.24
BACKHOE OPERATOR		8.00	\$31.78	\$254.24
LOADER OPERATOR		8.00	\$31.78	\$254.24
LABORERS		32.00	\$25.53	\$816.96
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		16.00	\$28.56	\$456.96
TOTAL BENEFITS				\$1,986.64
EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	0	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 250	1	8.00	\$30.83	\$246.64
PICK-UP TRUCK	1	8.00	\$3.20	\$25.60
TANDEM DUMP/DUMP TRUCK	2	16.00	\$24.40	\$390.40
Backhoe CAT 328	1	8.00	\$57.97	\$463.76
TRENCH BOX	1	8.00	\$80.98	\$647.84
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	2	16.00	\$3.78	\$60.48
PUMP	1	8.00	\$4.58	\$36.64
Trench Compactor	1	8.00	\$23.53	\$188.24
BROOM	1	8.00	\$16.85	\$134.80
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	1	8.00	\$16.55	\$132.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018 EWS: 13
Revised on: 5/8/2018

Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00
Pipe Laser	1	8.00	\$8.19	\$65.52
UTILITY SAW	1	8.00	\$2.12	\$16.96
TOTAL EQUIPMENT COST				\$2,409.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 250	8.00	\$35.85	\$286.80
PICK-UP TRUCK	8.00	\$12.00	\$96.00
TANDEM DUMP/DUMP TRUCK	16.00	\$47.20	\$755.20
Backhoe CAT 328	8.00	\$68.10	\$544.80
TRENCH BOX	8.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	16.00	\$0.00	\$0.00
PUMP	8.00	\$4.00	\$32.00
Trench Compactor	8.00	\$11.00	\$88.00
BROOM	8.00	\$21.50	\$172.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	8.00	\$2.20	\$17.60
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	8.00	\$3.55	\$28.40
UTILITY SAW	8.00	\$1.95	\$15.60
TOTAL OPERATING COSTS			\$2,036.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
TOTAL MATERIAL COST			\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: 05/01/2018

EWS: 13

Revised on: 5/8/2018

Summary

LABOR	\$3,323.04
MATERIALS & SUBS	\$0.00
BENEFITS	\$1,986.64
EQUIPMENT	\$2,409.28
OPERATING COST	\$2,036.40
SUBTOTAL	\$9,755.36
OVERHEAD @ 10%	\$975.54
SUBTOTAL	\$10,730.89
PROFIT @ 10%	\$1,073.09
Subtotal	\$11,803.98
INSURANCE & PAYROLL TAX	\$1,374.33
Subtotal	\$13,178.31

JES
Dunn

METRA INDUSTRIES

50 MULLER PLACE
LITTLE FALLS, NJ. 07424

DATE: 5-1-18

PROJECT: Liberty & Clinton St

OWNER: Newburgh NY

Please be advised that on the above referenced date the following work was performed which we believe constitutes extra work under the terms of the contract.

Location:

Work performed: we started to excavate & install 24" D2000 catch basin XXX. This was a Redesign that was given to us 1st week AT intersection of Grand St. & Clinton on the street side. 5/1/18 we were given a Drawing Revising the Original Design. We had to remove catch basin XXX reset pipe & move back (downstream) catch basin to where to change.

Labor, Equipment and Materials:

Type

Hours/Quantity

- 1 Fore
- 2 operators
- 4 laborers
- 1 Rental truck
- 1 Cat 320
- 1 Komatsu 250
- 1 pickup

0 1/2

We feel we are entitled to an adjustment of contract time and price as a result of this extra work. This may not encompass the full impact on the project. Said impact is indeterminant at this time.

Please investigate this and provide us with your prompt determination in this regard

Received by:

Signed

Metra Industries

Metra Industries

50 Muller Place
Little Falls, New Jersey 07424
Tel: 973.812.0333
Fax: 973.812.6596

May 7, 2018
Revised June 27, 2018

Barton & Loguidice, D.P.C.
637 Broadway, Suite 2B
Newburgh, New York 12550
Attention: Matthew Scavarda

Re: Liberty & Grand Streets Sewer Improvements – Design Change #2

Matt,

After analyzing the Design Change #2, Metra has split the information into two sections: Contract Items and Extra Work above the original contract items.

The estimated contract items have been entered into a blank Estimate form to determine that the net value of the work will be as redesigned \$13,214.50. A copy of this worksheet is attached for your review.

The extra work has been calculated on an Extra Work Summary (attached). The extra work includes the Coring of 2 holes in inlets to accommodate 8" pipe, Plugging 8" existing holes as a result of the realignment, the extra excavation for the additional depth of the 15" Storm Drain and a much more difficult intersection and road crossing than originally designed – we will now be crossing beneath existing duct banks at a much greater depth of excavation (the work becomes more critical, the added risks are much higher and a significant amount of extra work will be required as part of this change). All of which will require an extra 24 hours. The sum of this Extra Work is \$18,241.90.

The redesign is removing some items and adding others. This 'rearrangement' calculates a net loss of \$11,780 to Metra because the new work represents much higher cost yet only results in slightly higher billings. Metra cannot lose this as it represents a large portion of our overhead and miscellaneous costs as calculated at the time of bid. This total has been added to the Extra Work Summary for a grand total of \$32,391.62, which Metra requires to implement this redesign.

In summary, Metra will agree to the design change under the following conditions:

1. A lump sum amount of \$11,780 is paid in addition to all applicable contract line items.
2. A lump sum amount of \$32,391.62 is paid for extra work resulting from this change which currently has no pay items
3. A project time extension is granted

Please contact us with any questions or concerns you may have.

Respectfully,

A handwritten signature in black ink, appearing to read 'JD' followed by a long horizontal flourish.

Jeff Dunn

C Jason Morris, City of Newburgh

jsd

Transmittal NEWBURGH DESIGN CHANGE #2 Contract Items

OWNER: City of Newburgh 83 Broadway, Newburgh NY 12550				City of Newburgh Liberty and Grand Street Sewer Improvements Project Contract 1 - General Construction PROGRESS ESTIMATE #1 Covering 11/01/2017 to 12/03/2017 CONTRACT AMOUNT \$3,298,115.00 Percentage Complete 0.42%					
CONTRACTOR: METRA INDUSTRIES 50 MULLER PLACE LITTLE FALLS, NJ 07424									
ITEM #	Description	CNTRCT QNTY	CNTRCT U/P	EST COST	THIS PERIOD		TOTAL TO DATE		% COMPLETE
					QNTY	AMOUNT	QNTY	AMOUNT	
1	Clearing Clearing	1 LS	2,500.00	2,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
2	Mobilization Mobilization	1 LS							
2a	Procurement & submission and/or Processing & development of Performance and Payment Bonds, Added Insurance, Contract Agreements, emergency phone list, initial utility markout requests +	1 LS	65,000.00	65,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2b	Coordinate, schedule, perform preconstruction video	1 LS	10,000.00	10,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
2c	Move equipment to jobsite	1 LS	120,000.00	120,000.00	0.00%	\$0.00	0.00%	\$0.00	0.00%
Total Mobilization			195,000.00						
3	Exploratory Excavation Test Pit	20 EA	1,000.00	20,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4a	Material Stored On Site (Pipe) 6-INCH NON-PRESSURE PVC SEWER & SPECIAL	3,350 LF	1.94	6,499.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4b	Balance of Unit Price (install) PVC SEWER & SPECIAL	3,350 LF	98.06	328,501.00	0.00%	\$0.00	0.00	\$0.00	0.00%
4	Total Unit Price		100.00						
5a	Material Stored On Site (Pipe) 8-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,400 LF	3.60	5,040.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,400 LF	100.40	140,560.00	0.00%	\$0.00	0.00	\$0.00	0.00%
5	Total Unit Price		104.00						
6a	Material Stored On Site (Pipe) 12-INCH NON-PRESSURE PVC SEWER & SPECIAL	345 LF	7.80	2,691.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6b	Balance of Unit Price (install) PVC SEWER & SPECIAL	345 LF	106.20	36,639.00	0.00%	\$0.00	0.00	\$0.00	0.00%
6	Total Unit Price		114.00						
7a	Material Stored On Site (Pipe) 18-INCH NON-PRESSURE PVC SEWER & SPECIAL	1,250 LF	13.40	16,750.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,250 LF	125.60	157,000.00	0.00%	\$0.00	0.00	\$0.00	0.00%
7	Total Unit Price		139.00						
8a	Material Stored on Site - structure Drop Manholes - 5-FOOT ID	33 VF	150.00	4,950.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8b	Balance of Unit Price (install) Manhole	33 VF	1,650.00	54,450.00	0.00%	\$0.00	0.00	\$0.00	0.00%
8	Total Unit Price		1,800.00						
9a	Material Stored on Site - structure Drop Manholes - 6-FOOT ID	67 VF	400.00	26,800.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9b	Balance of Unit Price (install) Manhole	67 VF	500.00	33,500.00	0.00%	\$0.00	0.00	\$0.00	0.00%
9	Total Unit Price		900.00						
10a	Material Stored on Site - structure Standard Manhole - 4-foot ID	156 VF	150.00	23,400.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10b	Balance of Unit Price (install) Manhole	156 VF	450.00	70,200.00	0.00%	\$0.00	0.00	\$0.00	0.00%
10	Total Unit Price		600.00						
11a	Material Stored on Site - structure Standard Manhole - 5-foot ID	27 VF	300.00	8,100.00	0.00%	\$0.00	0.00	\$0.00	0.00%

11b	Balance of Unit Price (install) Manhole	27 VF	100.00	2,700.00	0.00	\$0.00	0.00	\$0.00	0.00%
11	Total Unit Price		400.00						
12a	Material Stored on Site - structure Standard Manhole - 6-foot ID	11 VF	400.00	4,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
12b	Balance of Unit Price (install) Manhole	11 VF	2,600.00	28,600.00	0.00	\$0.00	0.00	\$0.00	0.00%
12	Total Unit Price		3,000.00						
13a	Material Stored on Site - structure Doghouse Manhole - 5-foot ID	2 EA	6,000.00	12,000.00	2.00	\$12,000.00	2.00	\$12,000.00	100.00%
13b	Balance of Unit Price (install) Manhole	2 EA	7,000.00	14,000.00	2.00	\$14,000.00	2.00	\$14,000.00	100.00%
13	Total Unit Price		13,000.00						
14a	Material Stored on Site - structure Doghouse Manhole - 6-foot ID	1 EA	5,000.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14b	Balance of Unit Price (install) Manhole	1 EA	10,000.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
14	Total Unit Price		15,000.00						
15a	Material Stored on Site frame/cover 30-Inch Manhole Frame & Cover	29 EA	375.00	10,875.00	2.00	\$750.00	2.00	\$750.00	6.90%
15b	Balance of Unit Price (install) Frame & Cover	29 EA	70.00	2,030.00	2.00	\$140.00	2.00	\$140.00	6.90%
15	Total Unit Price		445.00						
16	1.7-FT BY 2.2-FT Sewer Rehab (Centrifugally Cast Cement Mortar Lining)	0 LF	0.00	0.00	0.00	\$0.00	0.00	\$0.00	
17a	Materials (pipe) 6-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	1,050 LF	2.05	2,152.50	161.00	\$330.05	161.00	\$330.05	15.33%
17b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,050 LF	252.95	265,597.50	161.00	\$40,724.95	161.00	\$40,724.95	15.33%
17	Total Unit Price		255.00						
18a	Materials (pipe) 8-Inch Corrugated HDPE Non-Pressure Storm Sewer Laterals	850 LF	3.25	2,762.50	-290.00	-\$942.50	-290.00	-\$942.50	0.00%
18b	Balance of Unit Price (install) PVC SEWER & SPECIAL	850 LF	251.75	213,987.50	-290.00	-\$73,007.50	-290.00	-\$73,007.50	0.00%
18	Total Unit Price		255.00						
19a	Materials stored on site (pipe) 12-Inch HDPE Non-Pressure Storm Sewer and Special	1,120 LF	4.65	5,208.00	0.00	\$0.00	0.00	\$0.00	0.00%
19b	Balance of Unit Price (install) PVC SEWER & SPECIAL	1,120 LF	225.35	252,392.00	0.00	\$0.00	0.00	\$0.00	0.00%
19	Total Unit Price		230.00						
20a	Materials stored on site (pipe) 15-Inch HDPE Non-Pressure Storm Sewer and Special	930 LF	6.65	6,184.50	-7.00	-\$46.55	-7.00	-\$46.55	0.00%
20b	Balance of Unit Price (install) PVC SEWER & SPECIAL	930 LF	248.35	230,965.50	-7.00	-\$1,738.45	-7.00	-\$1,738.45	0.00%
20	Total Unit Price		255.00						
21a	Materials stored on site (pipe) 18-Inch HDPE Non-Pressure Storm Sewer and Special	125 LF	9.25	1,156.25	0.00	\$0.00	0.00	\$0.00	0.00%
21b	Balance of Unit Price (install) PVC SEWER & SPECIAL	125 LF	245.75	30,718.75	0.00	\$0.00	0.00	\$0.00	0.00%
21	Total Unit Price		255.00						
22a	Materials stored on site (pipe) 24-Inch HDPE Non-Pressure Storm Sewer and Special	735 LF	14.75	10,841.25	140.00	\$2,065.00	140.00	\$2,065.00	19.05%
22b	Balance of Unit Price (install) PVC SEWER & SPECIAL	735 LF	290.25	213,333.75	140.00	\$40,635.00	140.00	\$40,635.00	19.05%
22	Total Unit Price		305.00						
23a	Materials stored on site (pipe) 30-Inch HDPE Non-Pressure Storm Sewer and Special	55 LF	21.00	1,155.00	0.00	\$0.00	0.00	\$0.00	0.00%

23b	Balance of Unit Price (install) PVC SEWER & SPECIAL	55 LF	294.00	16,170.00	0.00	\$0.00	0.00	\$0.00	0.00%
23	Total Unit Price		315.00						
24	NYSDOT Type 'A' Storm Catch Basin	62 VF	125.00	7,750.00	0.00	\$0.00	0.00	\$0.00	0.00%
25	Storm Drainage Frame, Grate and Inlet	17 EA	250.00	4,250.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Trash Rack Vault								
26a	Hatch (materials stored on site)	1 LS	1,775.00	1,775.00	0.00	\$0.00	0.00	\$0.00	0.00%
26b	Precast Structure (materials stored)	1 LS	6,550.00	6,550.00	0.00	\$0.00	0.00	\$0.00	0.00%
26c	Balance of Unit Price (install)	1 LS	26,675.00	26,675.00	0.00	\$0.00	0.00	\$0.00	0.00%
26	Total Unit Price		35,000.00						
27	Energy Dissipating Vault	1 LS							
27a	Frame/Cover (materials stored on site)	2 Ea	245.00	490.00	0.00	\$0.00	0.00	\$0.00	0.00%
27b	Precast Structure (materials stored)	1 LS	3,925.00	3,925.00	0.00	\$0.00	0.00	\$0.00	0.00%
27c	Balance of Unit Price (install)	1 LS	25,585.00	25,585.00	0.00	\$0.00	0.00	\$0.00	0.00%
27	Total Unit Price		30,000.00						
28	Concrete Sub-base Removal	2,000 LF	4.00	8,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
29	Sub-base Sub-base	3,720 CY	20.00	74,400.00	0.00	\$0.00	0.00	\$0.00	0.00%
30	Asphalt Binder Course	1,200 Tons	190.00	228,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
31	Asphalt Top Course	760 Ton	150.00	114,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
32	Asphalt Truing and Leveling	180 Ton	1.00	180.00	0.00	\$0.00	0.00	\$0.00	0.00%
33	Erosion And Sediment Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
34	Sewer Flow Control Sewer Flow Control	1 LS	2,500.00	2,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
35	Work Zone Traffic Control	1 LS	1,500.00	1,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
36	Cold Milling of Bituminous Concrete	3,250 SY	18.00	58,500.00	0.00	\$0.00	0.00	\$0.00	0.00%
37	Remove and Stack Bricks	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
38	Remove and Reset Bluestone Sidewalk	2,100 LF	1.00	2,100.00	0.00	\$0.00	0.00	\$0.00	0.00%
39	Reset Cobblestone Gutter	725 LF	5.00	3,625.00	0.00	\$0.00	0.00	\$0.00	0.00%
40	Sewer Lateral Location	1 LS	750.00	750.00	0.00	\$0.00	0.00	\$0.00	0.00%
41	Water Service Relocation	20 EA	250.00	5,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
42	Abandonment of Existing Combined Sewers	1 LS	1,000.00	1,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
43	Asbestos Removal Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
44	Clinton Street Drainage Bypass Allowance	1 LS	15,000.00	15,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
45	New Blue Stone Sidewalks	500 SF	20.00	10,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
46	Sewer Rehabilitation (Polyester Fiber Felt Liner with Thermosetting Resin)	1,030 LF	150.00	154,500.00	-140.00	-\$21,000.00	-140.00	-\$21,000.00	0.00%
1A	ALTERNATE ITEM Lead Water Service Replacement	20 EA	1,000.00	20,000.00	0.00	\$0.00	0.00	\$0.00	0.00%
2A	ALTERNATE ITEM 3/4-inch Type K Copper Tubing 3/4-inch Type K Copper Tubing	600 LF	50.00	30,000.00	0.00	\$0.00	0.00	\$0.00	0.00%

Totals

\$3,298,115.00

\$13,910.00

\$13,910.00

Payment Summary

Total due on contract items

\$13,910.00

Materials Stored on Site (breakdown attached)

Sub total

\$13,910.00

5% Retainage

-\$695.50

Sub total

\$13,214.50

Amount Previously Paid

\$0.00

Total due this period

\$13,214.50

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending **EWS TBD**
Revised on:

Cost Proposal (See pg 3)

\$32,391.62

Location:

Clinton Street, Newburgh, NY

Description:

Redesign #2 Sheets G 3.3 and G 3.6

Notes: 1) A time extension is requested as part of this situation. 2) Impact and extension costs are not included in this claim. Metra reserves its rights to submit for these added costs. 3) Inspection overtime must be added to our claim if inspection overtime is charged against Metra.

TYPE		Total Hours	BASE RATE	COST
SUPERINTENDENT	1	24.00	\$55.00	\$1,320.00
FOREMAN	1	24.00	\$46.75	\$1,122.00
BACKHOE OPERATOR	1	24.00	\$49.22	\$1,181.28
LOADER OPERATOR	0	0.00	\$47.63	\$0.00
LABORERS	1	24.00	\$46.00	\$1,104.00
PIPE LAYERS	0	0.00	\$46.00	\$0.00
WELDER	0	0.00	\$46.00	\$0.00
TEAMSTER	1	24.00	\$43.89	\$1,053.36
TOTAL LABOR				\$5,780.64

BENEFITS				
TYPE		Total Hours	BENEFITS	COST
SUPERINTENDENT		24.00	\$22.45	\$538.80
FOREMAN		24.00	\$25.53	\$612.72
BACKHOE OPERATOR		24.00	\$31.78	\$762.72
LOADER OPERATOR		0.00	\$31.78	\$0.00
LABORERS		24.00	\$25.53	\$612.72
PIPE LAYERS		0.00	\$25.53	\$0.00
WELDER		0.00	\$25.53	\$0.00
TEAMSTER		24.00	\$28.56	\$685.44
TOTAL BENEFITS				\$3,212.40

EQUIPMENT COST				
TYPE		HOURS	RATE	COST
Komatsu 400 type Backhoe	1	0.00	\$101.94	\$0.00
CAT 365 Backhoe	0	0.00	\$111.38	\$0.00
Komatsu D-65 Dozer	0	0.00	\$37.40	\$0.00
LOADER WA500	0	0.00	\$45.33	\$0.00
Backhoe Komatsu 150 Type	0	0.00	\$34.97	\$0.00
IR Drill	0	0.00	\$29.96	\$0.00
Loader Komatsu 320	1	0.00	\$30.83	\$0.00
PICK-UP TRUCK	2	48.00	\$6.11	\$293.28
TANDEM DUMP/DUMP TRUCK	1	24.00	\$85.00	\$2,040.00
Backhoe CAT 328	0	0.00	\$59.80	\$0.00
TRENCH BOX	0	0.00	\$80.98	\$0.00
JCB Backhoe 214 Type	0	0.00	\$14.20	\$0.00
STEEL PLATES	0	0.00	\$3.78	\$0.00
PUMP	0	0.00	\$4.58	\$0.00
Trench Compactor	0	0.00	\$23.53	\$0.00
BROOM	0	0.00	\$16.85	\$0.00
Jack Hammer	0	0.00	\$1.13	\$0.00
GENERATOR	0	0.00	\$16.55	\$0.00
Compressor 175 HP	0	0.00	\$4.39	\$0.00
Hydraulic impact breaker	0	0.00	\$31.87	\$0.00
Backhoe Komatsu PC 100	0	0.00	\$24.82	\$0.00
Light Tower	0	0.00	\$6.20	\$0.00
Asphalt Roller	0	0.00	\$43.25	\$0.00

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD

Revised on:

Pipe Laser	0	0.00	\$8.19	\$0.00
UTILITY SAW	0	0.00	\$2.12	\$0.00

TOTAL EQUIPMENT COST \$2,333.28

EQUIPMENT OPERATING COST

TYPE	HOURS	RATE	COST
Komatsu 400 type Backhoe	0.00	\$104.45	\$0.00
CAT 365 Backhoe	0.00	\$65.00	\$0.00
Komatsu D-65 Dozer	0.00	\$16.05	\$0.00
LOADER WA500	0.00	\$32.20	\$0.00
Backhoe Komatsu 150 Type	0.00	\$13.55	\$0.00
IR Drill	0.00	\$15.25	\$0.00
Loader Komatsu 320	0.00	\$35.85	\$0.00
PICK-UP TRUCK	48.00	\$18.70	\$897.60
TANDEM DUMP/DUMP TRUCK	24.00	\$61.70	\$1,480.80
Backhoe CAT 328	0.00	\$69.35	\$0.00
TRENCH BOX	0.00	\$0.00	\$0.00
JCB Backhoe 214 Type	0.00	\$9.55	\$0.00
STEEL PLATES	0.00	\$0.00	\$0.00
PUMP	0.00	\$4.00	\$0.00
Trench Compactor	0.00	\$11.00	\$0.00
BROOM	0.00	\$21.50	\$0.00
Jack Hammer	0.00	\$0.45	\$0.00
GENERATOR	0.00	\$2.20	\$0.00
Compressor 175 HP	0.00	\$11.70	\$0.00
Hydraulic impact breaker	0.00	\$3.00	\$0.00
Backhoe Komatsu PC 100	0.00	\$9.40	\$0.00
Light Tower	0.00	\$1.70	\$0.00
Asphalt Roller	0.00	\$25.15	\$0.00
Pipe Laser	0.00	\$3.55	\$0.00
UTILITY SAW	0.00	\$1.95	\$0.00

TOTAL OPERATING COSTS \$2,378.40

SUBCONTRACTOR/MATERIAL COST

DESCRIPTION	QUANTITY	COST	COSTS
Core MH for 8" Hole Sub	2.00	\$600.00	\$1,200.00
Plug 2 15" Holes in Inlets MAT only, labor above	2.00	\$50.00	\$100.00
Disposal 8.8 CY Material - Truck above	8.80	\$8.00	\$70.40
			\$0.00
			\$0.00

TOTAL MATERIAL COST \$1,370.40

Owner: City of Newburgh
Project: Liberty & Grand Streets Sewer Improvements
Contractor: Metra Industries

Date of extra work: Pending EWS TBD
Revised on:

Summary

LABOR	\$5,780.64
MATERIALS & SUBS	\$1,370.40
BENEFITS	\$3,212.40
EQUIPMENT	\$2,333.28
OPERATING COST	\$2,378.40
SUBTOTAL	\$15,075.12
OVERHEAD @ 10%	\$1,507.51
SUBTOTAL	\$16,582.63
PROFIT @ 10%	\$1,658.26
SUBTOTAL	\$18,240.90
INSURANCE & PAYROLL TAX	\$2,390.73
Lost Profit Due to Design Change	\$11,760.00
Total	\$32,391.62

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN
AMENDMENT TO A CONTRACT WITH BARTON & LOGUIDICE, D.P.C. FOR
PROFESSIONAL ENGINEERING SERVICES IN AN ADDITIONAL AMOUNT
NOT TO EXCEED \$254,000.00 FOR ADDITIONAL CONSTRUCTION PHASE
ADMINISTRATION SERVICES IN THE LIBERTY STREET AND GRAND STREET
SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has experienced failures in the combined sanitary sewer system in the vicinity of Liberty Street and Grand Streets which has resulted in repeated sewer backups to residences, and deteriorated sewer mains on Liberty and Grand Streets; and

WHEREAS, Liberty Street and Grand Street Sanitary Sewer Improvements Project ("the Project") was listed on the New York State Environmental Facilities Corporation ("EFC") multi-year intended use plan as Project No. C3-7332-09-00 with a score sufficient to qualify for Project financing through EFC's traditional loan programs; and

WHEREAS, the EFC's Storm Mitigation Loan Program ("SMLP") offers a financing option for the Project consisting of a combination of 25% grant funding and 75% zero-interest loans which provide a potential Project savings to the City of 25% of the total project cost of approximately \$300,000.00, and by Resolution No.: 28-2014 of February 10, 2014, this Council authorized the Interim City Manager to execute a contract with Barton & Loguidice, D.P.C. for professional engineering services necessary to complete the application for the grant funding at a cost not to exceed \$19,900.00; and

WHEREAS, by Resolution No.: 29-2014 of February 10, 2014, this Council authorized the Interim City Manager to apply for and accept if awarded a grant and zero interest loan financing from the EFC SMLP in an estimated Project cost of \$1,150,800.00, and upon the award of such funding to enter into and execute a documents and contracts with the EFC for said purposes and further, to carry out and comply with the terms of such project agreement(s); and

WHEREAS, by Resolution No. 289-2014 of November 24, 2014, this Council authorized the City Manager to execute an agreement for professional engineering services with Barton & Loguidice, D.P.C. in an amount not to exceed \$256,600.00 for the design and construction inspection services of new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets and assistance to secure funding awarded under the EFC SMLP for the Liberty Street and Grand Street Sanitary Sewer Improvements Project; and

WHEREAS, by Resolution No. 48-2015 of March 23, 2015, the City Council authorized the City Manager to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the administration of CDBG-DR program funds in connection with funding awarded under the EFC SMLP for the Project; and

WHEREAS, due to the discovery of unknown existing underground utilities encountered during construction design changes were required for the Project resulting in the need for an extension of time of 36 days to complete the Project and the additional work further requires a contract for additional construction phase professional engineering services for the Project with Barton & Loguidice, D.P.C. in an amount not to exceed \$254,000.00; and

WHEREAS, funding for the additional professional engineering services shall be derived from HG1.8120.0200.8202.2015 -Equipment/Infrastructure.Liberty/Grand St Sewer Improvement Proj.2015 Year; and

WHEREAS, this Council has determined that amending the professional engineering services contract with Barton & Loguidice to include the additional construction phase professional engineering services for the Project under the terms of the proposal and contract amendment as attached hereto is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amendment to the agreement for professional engineering services with Barton & Loguidice, D.P.C. for the scope of work outlined in the proposal dated July 25, 2018 in an amount not to exceed \$254,000.00, with other provisions as Corporation Counsel may require, for the additional construction phase professional engineering services for the Project for the Liberty Street and Grand Street Sanitary Sewer Improvements Project.



July 25, 2018

Mr. Jason Morris, P.E., City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Re: Proposal for Additional Construction Phase Professional Services
Liberty & Grand Street Sewer Improvement Project
City of Newburgh, Orange County, New York
File: P702.2976

Dear Mr. Morris:

Barton & Loguidice, D.P.C. (B&L) is pleased to continue working with the City on this project. This project includes 1) Separation of Sanitary & Storm Sewers upstream of CSO#008 through the construction of a separate sanitary sewer, 2) Reconstruction of portions of Liberty, Grand & Clinton Streets, and 3) The potential to reduce wet-weather sanitary sewer overflows, which is a goal of the City's Long Term Control Plan.

As has been discussed during previous conversations and with the NYSEFC, due to the order of magnitude of the improvements, the construction of the improvements, as scheduled by the Contractor, are predicted to take longer than initially thought. Based upon recent discussions with the City, the Contractor is required to reach final completion by December 1, 2018. The Notice to Proceed was issued on November 30, 2017, so the total construction time is anticipated to be 364 days.

In our agreement dated November 24, 2014 authorized by City Council Resolution 289-2014, B&L included construction phase services for an anticipated construction duration of 4.5 months, and 800 hours of onsite observation. The extent of the improvements will require full time construction observation for the full period of 364 calendar days and compliance with the funding agencies requirements.

B&L proposes the following additional scope of services to complete the project:



Scope of Services:

1. B&L will continue to assist the City with the appropriate NYSEFC paperwork including:
 - Complete and submit EPA DBE Form 6100-3 for each M/WBE subcontractor/subconsultant contacted for work under our Engineering Agreement;
 - Complete and submit the M/WBE Utilization Plan for our Engineering Agreement;
 - Complete and submit EPA DBE Form 6100-4 along with M/WBE Utilization Plan;
 - Complete and submit the EEO Staffing Plan for our Engineering Agreement
2. B&L will continue to assist the City with the appropriate NYSEFC CDBG-DR compliance and paperwork including:
 - Prepare program/project budgets and schedules including amendments in accordance with Community Development Block Grant (CDBG) guidelines.
 - Prepare Quarterly, Annual Reports or other required reports in a timely manner for submittal by the City to the NYS Homes and Community Renewal (HCR).
 - Develop a list of monthly deadlines dates for the submittal of invoices to the City for approval and payment and advise City officials as to when CDBG funds would be released.
 - Assist the City "in completion of various forms, notifications, publications, or other paperwork as required by the NYS Homes and Community Renewal to satisfy all Community Block Grant regulations.
 - Attendance at all monitoring visits of the NYS Homes and Community Renewal personnel.
 - Assist the City in monitoring prevailing wage rate and labor standard compliance, as needed.
 - Coordinate the completion of a single audit with a qualified auditor as required by Federal Agencies, if appropriate. Audit costs are not included.
 - Assist City in gathering data for the project per CDBG guidelines.
3. Additional Construction Administration Services:
 - A. Attend additional project meetings with the contractor's representatives, the City Engineer, and make periodic site visits to the project site during construction of the project, and advise the City regarding construction related issues. Fifteen (15) additional project progress meetings are assumed.



- B. Review contractor's payment applications and submit same to the City for processing and prepare change orders, if necessary.

4. Construction Observation Services:

- A. Conduct full-time on-site construction observation (CO) of the work in progress during the installation of the proposed work. The CO will not advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the work. It is anticipated that construction of the proposed improvements will require an additional seven and a half (7.5) months to complete. As such, B&L will provide full time construction observation, 8 hours a day for an additional 1,200 hours of observation services. We have also included an additional 80 hours for development of a final punchlist. The total additional time would thus be 1,280 hours. Please note that this figure does not include the originally contracted 800 hours of construction observation services. Some of these hours will be subcontracted to our WBE sub consultant, Geovation Engineering. Additional hours beyond the assumed amount would be billed at \$125/hr at the time of service.
 - 1. The CO would prepare a daily report that would record the contractor's hours at the job site, daily activities and progress of work.
 - 2. The CO will be present during connections to existing sewer mains, and borings to verify that is in accordance with the Plans, Contract Documents and intended function.
 - 3. The CO will be present during testing of the installed works, i.e. new sewer and sanitary manholes.
 - 4. The CO will have identifiable markings (hard hat, safety vest, photo ID) on them on-site so as to be known.
- B. The amount of time required for construction administration and observation is dependent on the contractor's progress and final scope of the construction project. Based on our experience, and the schedule submitted by the Contractor, we have estimated the time required for construction administration and observation accordingly. If construction observation hours exceed the allocation above, or if the construction period extends beyond the December 1, 2018 expectation, further construction observation and administration would be provided as an additional service.



Fee for Services:

The proposed fee for engineering services outlined above would be as follows:

Additional CWSRF Funding Reporting/Compliance	\$ 5,000 Lump Sum
Additional GOSR/CDBG Funding Reporting/Compliance	\$ 7,000 Lump Sum
Additional Construction Administration Services	\$ 70,000 Lump Sum
Additional Construction Observation Services & Expenses	<u>\$ 172,000 Time & Expense</u>
TOTAL	\$ 254,000

For the Scope of Services presented above, Barton & Loguidice, D.P.C (B&L) proposes to be compensated, as identified above, on either a Lump Sum or a Time and Expense basis in accordance with our standard billing rate schedule in effect at the time services are rendered. If additional services are required, B&L will request the City's authorization under a separate supplement to proceed forward. We will not bill beyond this amount without a change in scope and prior approval of the City Council.

We will provide a contract for execution similar to our other projects with the City if the City agrees with our approach and scope of services.

We appreciate this opportunity to continue to provide further professional services to the City. Should you have any questions or if you would like to discuss the project, please do not hesitate to contact Roy Richardson or me.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

A blue ink signature of Donald H. Fletcher, P.E. is written over the company name. The signature is stylized and cursive.

Donald H. Fletcher, P.E.
Senior Vice President

RAR/tmr2

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017, THE 2018 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$80,000.00
FROM WATER FUND CONTIGENCY TO WATER DISTRIBUTION – OTHER
EXPENSES TO FUND A WATER MAIN INVESTIGATION**

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to the emergency investigation of a water main condition; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
F.1900.1900 Contingency	<u>\$80,000.00</u>	
F.8330.0448 Water Distribution		
Other Services		<u>\$80,000.00</u>
TOTAL:	\$80,000.00	\$80,000.00

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK TO ADD
ONE WATER MAINTENANCE SUPERVISOR TO DISTRIBUTION
IN THE CITY OF NEWBURGH WATER DEPARTMENT**

WHEREAS, the Water Superintendent has requested to eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division to fund the addition of one Water Maintenance Supervisor in the 8340 Distribution division to promote efficiency in the Water Department; and

WHEREAS, the proposed elimination the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification Division and the addition of one Water Maintenance Supervisor to the 8340 Distribution division of the Water Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2018 be and is hereby amended to eliminate the positions of Assistant Maintenance Mechanic and Operator Trainee in the 8330 Purification division and to add one Water Maintenance Supervisor in the 8340 Distribution division in the City of Newburgh Water Department.

WATER MAINTENANCE SUPERVISOR

GENERAL STATEMENT OF DUTIES:

Directs and supervises the construction, maintenance and repair of water distribution systems, fixtures and equipment; does related work as required.

DISTINGUISHING FEATURES OF THE CLASS:

This position involves responsibility for planning, supervising and participating in the installation, repair and replacement of water mains, valves, hydrants and meters. Works basically independently under the general direction of the Superintendent of the Water Department and in accordance with established policies and standardized procedures of the trade. Supervision is exercised over motor equipment operators, maintenance men and maintenance laborers. Employees in this class must be available for emergency repairs at all times to the water distribution system.

EXAMPLES OF WORK: (Illustrative only)

Assigns, supervises and inspects the work of employees engaged in the repair, maintenance, installation and replacement of water system equipment; Directs the caulking, repair and replacement of pipes and mains; Directs the replacement of bituminous material and concrete for street openings; Directs the tapping of mains for extension of consumer water services; Directs cleaning of mains, valves, hydrants and other fixtures; Requisitions tools and equipment; Directs the investigation of complaints of water stoppages or breaks in mains; Responds to emergency repair calls.

REQUIRED KNOWLEDGES, SKILLS AND ABILITIES:

Thorough knowledge of tools, materials, equipment and terminology used in water distribution systems; good knowledge of hydraulics as related to water distribution; good knowledge of installation, repair and maintenance of water distribution fixtures; ability to plan and supervise the work of others; ability to make routine laboratory and field tests for control of plant operation; ability to understand and follow complex oral and written directions; ability to work from plans and blueprints; reliability; mental alertness; good physical condition.

ACCEPTABLE TRAINING AND EXPERIENCE:

Four years of responsible experience in the installation, maintenance and repair of a water distribution system and graduation from a standard high school, or equivalent diploma; or any equivalent combination of training and experience as described above.

SPECIAL REQUIREMENT FOR ACCEPTANCE OF APPLICATION:

Eligibility for a New York State operator's license. Possession of the license is required for appointment and throughout the employment of the incumbent.

APPENDIX A

PAGE 5

SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

TITLE	GRADE
STENOGRAPHER.....	2
SUPERVISING CASHIER	14
TRAFFIC EQUIPMENT SERVICER.....	11
TRAFFIC EQUIPMENT SUPERVISOR.....	21
TREE TRIMMER.....	15
TYPIST	1
WATER MAINTENANCE MECHANIC.....	14
WATER MAINTENANCE WORKER.....	4
WATER MAINTENANCE SUPERVISOR.....	19
WATER METER READER.....	4
WATER METER REPAIR SERVICER	4
WATER TREATMENT PLANT OPERATOR	20
WATER TREATMENT PLANT OPERATOR TRAINEE	10
WORKING SUPERVISOR.....	15
YOUTH SERVICES COORDINATOR.....	19
YOUTH SERVICES SPECIALIST	4

APPENDIX A

PAGE 5

SALARY TITLES AND GRADE ALLOCATIONS (CONT'D)

TITLE	GRADE
STENOGRAPHER.....	2
SUPERVISING CASHIER	14
TRAFFIC EQUIPMENT SERVICER.....	11
TRAFFIC EQUIPMENT SUPERVISOR.....	21
TREE TRIMMER.....	15
TYPIST	1
WATER MAINTENANCE MECHANIC.....	14
WATER MAINTENANCE WORKER.....	4
WATER MAINTENANCE SUPERVISOR.....	19
WATER METER READER.....	4
WATER METER REPAIR SERVICER	4
WATER TREATMENT PLANT OPERATOR	20
WATER TREATMENT PLANT OPERATOR TRAINEE	10
WORKING SUPERVISOR.....	15
YOUTH SERVICES COORDINATOR.....	19
YOUTH SERVICES SPECIALIST	4

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST THE WATER FUND FOR FUNDS RECEIVED FROM
THE SALE OF A SURPLUS WATER METER**

WHEREAS, by Resolution No. 342-2017 of December 11, 2017, the City Council declared as surplus a SENSUS 6 inch OMNI C2 water meter and authorized the sale of said water meter to a water supply customer for the amount of \$5,443.61; and

WHEREAS, the sales price for the water fund has been received and allocated to miscellaneous revenue; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the receipt of the of the water meter sale revenue; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue F.0000.2700 - Miscellaneous Revenue	\$5,443.61
Expense F.8310.0205 - Other Equipment	<u>\$5,443.61</u>
TOTAL:	\$5,443.61

RESOLUTION NO.: 342 - 2017

OF

DECEMBER 11, 2017

**A RESOLUTION DECLARING A SENSUS 6 INCH OMNI C2 WATER METER
AS SURPLUS AND AUTHORIZING DISPOSITION TO
A CITY OF NEWBURGH WATER SUPPLY CUSTOMER
FOR THE AMOUNT OF \$5,443.61**

WHEREAS, the City of Newburgh Water Department has reported that it is in possession of one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 which is of no use by the City of Newburgh; and

WHEREAS, it has been determined that said water meter cannot be used by any other department but can be used to replace a meter of an existing City of Newburgh water supply customer; and

WHEREAS, selling said water meter to the existing customer for the amount of \$5,443.61 will avoid a 4-week wait for a meter directly from SENSUS and this Council has determined that disposing of the surplus meter to the is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that one SENSUS 6 inch OMNI C2 water meter bearing serial no. 74908396 and register ID no. 71697581 be and is hereby declared to be surplus and of no further use to the City of Newburgh; and

BE IT FURTHER RESOLVED, that said water meter shall be sold to a City of Newburgh water supply customer for the amount of \$5,443.61.

File Edit Query Record Field Setup Window Help

ENTRY MODE

Year: 2018 Period: 7 Trans Date: 07/13/2018 Status: Batch
Roll Type: GR GENERAL RECEIPTS Batch No: JT #
Entered By: JTAYLOR 07/13/2018 Trans No: 195303 Source:
Description: PAYMENT FOR INSTALLATION OF SENSUS 6 INCH OMNI C-2 WATER METER
#74908396
Attachments (1)
Template
Reverse

Receipt Type	Description	Amount	GL
F2700	MISC.	5,443.61	*

Payor Name: MERRIT CONSTRUCTION Subtotal: 5,443.61
Customer: Address Tax: 0.00 Pay Type: CHECK
Reference: INV# 2018-2 Total: 5,443.61 Check/Ref No: 9394
Receipt Printer: Amt Paid: 5,443.61 Receipt No: 187857
Change: 0.00 — Select —

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER
\$130,000.00 FROM AVAILABLE PERSONNEL SAVINGS BASED ON THE
COMPTROLLER'S ANALYSIS FROM THE WATER DEPARTMENT FUND(S)
AND AMENDING THE 2018 WATER BUDGET BY INCREASING APPROPRIATED
WATER FUND BALANCE AND PFOS LITIGATION BY \$670,000 TO COVER
ANTICIPATED PFOS EXPENSES THROUGH 2018**

WHEREAS, adjustments to the 2018 Budget are necessary to fund expenses related to pursuing the City's legal claims in connection with the PFOS contamination of the City's water supply; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

ADJUSTMENT ENTRY

		<u>Decrease</u>	<u>Increase</u>
F.8310.0100	Salary	\$26,794.52	
F.8310.0830	ER Tax	\$ 3,881.02	
F.8310.0860	Health Insurance	\$ 2,870.20	
F.8310.0870	Life Insurance	\$ 331.84	
F.8310.0880	Eye and Dental	\$ 1,376.90	
F.8320.0830	ER Tax	\$ 640.89	
F.8320.0860	Health Insurance	\$11,508.22	
F.8320.0880	Eye and Dental	\$ 0.36	
F.8320.0891	EAP	\$ 11.98	
F.8330.0100	Salary	<u>\$82,584.07</u>	
F.1420.0448.0001	PFOS Litigation		<u>\$130,000.00</u>
	TOTAL:	\$130,000.00	\$130,000.00

AMENDMENT ENTRY

F.0000.0599.0100	Appropriated Fund Balance	\$670,000.00
F.0000.1420.0448.0001	PFOS Litigation	\$670,000.00

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH PRUDENTIAL INSURANCE COMPANY
TO PROVIDE LIFE INSURANCE COVERAGE FOR EMPLOYEES
CURRENTLY COVERED FOR A TWO YEAR RENEWAL PERIOD**

WHEREAS, the City of Newburgh provides life insurance coverage to its non-bargaining unit employees, sworn police officers and firefighters; and

WHEREAS, by Resolution No. 68-2008 of April 28, 2008, the City Council determined to consolidate life insurance coverage with one company and authorized the City Manager to enter into a contract with Prudential Insurance Company to provide coverage to those City employees as required by collective bargaining agreement and/or resolution; and

WHEREAS, by Resolution No. 50-2016 of March 14, 2016, the City Council authorized a renewal agreement with Prudential Insurance Company the renewal period beginning June 1, 2016 and ending May 31, 2018 with no increase in premium cost; and

WHEREAS, Prudential Insurance Company has provided the City with contract for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost; and

WHEREAS, it is in the best interests of the City of Newburgh to enter into an agreement for the renewal period with Prudential Insurance Company to provide such coverage and appropriate and necessary related services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to enter into a contract with Prudential Insurance Company to provide life insurance coverage for the renewal period beginning June 1, 2018 and ending May 31, 2020 with no increase in premium cost.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LEASE AGREEMENT WITH RICOH USA, INC.
FOR COPIERS IN THE POLICE DEPARTMENT, FIRE DEPARTMENT AND CODE
COMPLIANCE BUREAU AT A COST OF \$972.56 PER MONTH
FOR A PERIOD OF 36 MONTHS**

WHEREAS, the City of Newburgh's Police Department, Fire Department and Code Compliance Bureau are in need of new lease agreements for copiers to perform their statutory duties, assigned tasks and day-to-day operations; and

WHEREAS, a review of available equipment and systems has identified RICOH copiers to be the most appropriate and cost-effective alternative; and

WHEREAS, the total monthly cost of the copiers is \$972.56 and the lease period is for 36 months; and

WHEREAS, such funds are established and shall be derived from Budget Line A.1670.0400; and

WHEREAS, a copy of said Lease is attached hereto; and

WHEREAS, this Council has reviewed the Lease and determined that it is in the best interests of the City of Newburgh to enter into such Lease;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a Lease in substantially the same form as annexed hereto so as to acquire RICOH copiers and related services from RICOH USA, Inc. according to the terms therein stated at the cost of \$972.56 per month for 36 months.



City of Newburgh

U.S. Communities Program Contract # 4400003732

Schedule B to Ricoh Master Pricing Agreement

Terms & Conditions to reference Ricoh Master Agreement.

Pricing Approved on December 15th, 2017

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludes Lease Finance Cost)
1 22 Grand St. - Fire Department				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,251.00	\$145.86
2 55 Broadway - 1st Floor (Police)				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,251.00	\$145.86
3 55 Broadway - 2nd Floor (Police)				
B&W: 35 Color: 35	MP C3504EX	417989	\$5,907.00	
	Paper Feed Unit PB3240	408112	\$542.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M19	417510	\$734.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$7,701.00	\$213.92

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
4 123 Grand St. - 1st Floor				
40	MP 4055SP	417756	\$3,675.00	
	Paper Feed Unit PB3220	417268	\$491.00	
	Finisher SR3210	41783	\$708.00	
	Bridge Unit BU3070	417587	\$136.00	
	Fax Option Type M29	417865	\$567.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$5,715.00	\$158.75

Copies Prints Developments Per Minute	Ricoh Equipment and Options	R12 VPN Number	MSRP List Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
5 129 South Robinson Ave. - NARCO				
B&W: 35 Color: 35	MP C3504EX	417989	\$5,907.00	
	Paper Feed Unit PB3240	408112	\$542.00	
	Internal Finisher SR3130	417589	\$380.00	
	Fax Option Type M19	417510	\$734.00	
	ESP XG-PCS-15D (120 Volt, 15 Amp)	006428MIU	\$138.00	
			\$7,701.00	\$213.92

Equipment Purchase Price	(36) Month Monthly Cost (Excludedes Lease Finance Cost)
\$31,619.00	\$878.31

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$109.40			\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$109.40			\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan		Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)			
	B&W Color	\$0.0080 \$0.0500	5,000	\$40.00
\$160.44				\$40.00

	Ricoh Month All-Inclusive		
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(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan	Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)		
	B&W \$.0080	5,000	\$40.00
\$119.06			\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Ricoh Month All-Inclusive CPC Service Plan		Committed B&W Prints Per Month	Committed Monthly Per Print Cost
	(Excludes Paper)			
	B&W	\$0.0080	5,000	\$40.00
	Color	\$0.0500	0	
\$160.44				\$40.00

(48) Month Monthly Cost (Excludes Lease Finance Cost)	Committed B&W Prints Per Month		Committed Monthly Per Print Cost
\$658.73	25,000		\$200.00



Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

U.S. Communities Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This U.S. Communities Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

Customer (Bill To)				Billing Contact Name			
Product Location Address				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number			Billing Contact Facsimile Number		Billing Contact E-Mail Address		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months)	Minimum Payment (Without Tax)	Minimum Payment Billing Frequency	Advance Payment
	\$	☐ Monthly ☐ Quarterly ☐ Other: _____	☐ 1 st Payment ☐ 1 st & Last Payment ☐ Other: _____

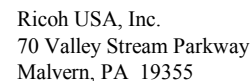
Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
- You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise expressly provided in any provision of the Lease Agreement. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
- Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ Authorized Signer Signature Printed Name: _____ Title: _____ Date: _____
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This ADDITIONAL EQUIPMENT/PRODUCT and/or MULTIPLE LOCATION ADDENDUM (this “Addendum”), dated as of the ____ day of _____, 20____, is to that certain agreement/product schedule no. _____ - _____ (the “Agreement”), between Ricoh USA, Inc. (“we” or us”) and _____ as customer (“Customer” or “you”).

1. The equipment/product description and location set forth in the Agreement shall refer to, and/or include, the equipment/product and locations listed below:

[illegible]

- IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

Print Authorized Signer Name	Title
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Number: _____

CUSTOMER INFORMATION

Full Legal Name				
Address				
City	State	Zip	Contact	Telephone Number
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>	Facsimile Number		E-mail Address	

This U.S. Communities Master Lease Agreement (“Lease Agreement”) has been written in clear, easy to understand English. When we use the words “you”, “your” or “Customer” in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words “we”, “us” or “our” in this Lease Agreement, we mean Ricoh USA, Inc. (“Ricoh”) or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, Pennsylvania 19355.

- 1. Agreement.** This Lease Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Schedule entered into during the Contract Period shall continue in full force and effect for the entire lease term set forth in the Schedule. We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a “Schedule”), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as “Product.” The manufacturer of the tangible Product shall be referred to as the “Manufacturer.” To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.”
- 2. Schedules; Delivery and Acceptance.** This Lease Agreement shall consist of the terms and conditions of the Contract and this Lease Agreement and any Schedule issued pursuant thereto. As it pertains to this Lease Agreement, the order of precedence of the component parts of the Lease Agreement shall be as follows: (a) the terms and conditions of this Lease Agreement and Schedule issued pursuant thereto, and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Lease Agreement in cases of conflict or inconsistency therein. Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement and the Contract, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product and it is installed, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on or after the Product acceptance date (“Effective Date”). You agree to sign and return to us a delivery and acceptance certificate (which may be done electronically) within five (5) business days after any Product is installed confirming that the Product has been delivered, installed, and is in good condition and accepted for all purposes under the Lease Agreement.
- 3. Term; Payments.**
 - (a) The first scheduled Payment (as specified in the applicable Schedule) (“Payment”) will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each

subsequent month, unless otherwise specified on the applicable Schedule. To the extent not prohibited by applicable law, if any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). To the extent not prohibited by applicable law, you agree to pay \$25.00 for each check returned for insufficient funds or for any other reason.

- (b) In the event that Customer terminates the Maintenance Agreement (as hereunder defined) between Customer and the Servicer relating to the Product provided hereunder due to a material breach by Servicer of its service obligations, including any Product service levels specified therein, which remained uncured for thirty (30) days following written notice of breach (in the manner expressly permitted by and in accordance with such Maintenance Agreement), Ricoh shall use reasonable efforts to assist Customer in selecting a replacement Servicer. This Section 3(b) shall not alter, restrict, diminish or waive the rights, remedies or benefits that Customer may have against Servicer under the Maintenance Agreement.
- (c) A Schedule may be terminated in whole or in part by the Customer in accordance with this Section 3(c) whenever the Customer shall determine that such a termination is in the best interest of the Customer. Any such termination shall be effected by delivery to Ricoh, at least thirty (30) working days prior to the effective date of such termination date, of a notice of termination specifying the extent to which performance shall be terminated. In the event of such termination, Customer agrees to return the Product to us in the manner required under Section 14 of this Lease Agreement and to pay to us (as compensation for loss of our bargain and not as a penalty), with respect to such terminated Product, financed Software and any Software Licenses, an amount which shall be equal to the monthly Payment for such Product, financed Software and/or Software License, as applicable, times the number of months remaining in the term of such Schedule (or any renewal of such Schedule) and/or any financing agreement with respect to the financed Software and/or Software License, plus any other amounts then due and payable under this Lease Agreement, Schedule and/or financing agreement with respect to such Product, Software and/or Software License, including, but not limited to, any lease payments and maintenance payments. Ricoh shall supply the Customer with the actual number of Payments remaining and the total amount due, and the Customer shall be relieved of all unpaid amounts for anticipated profit on unperformed services under any Maintenance Agreement (including any amount included in the monthly Payment that is attributable to maintenance, supplies, or any other service cost).
- (d) You also agree that, except (a) as set forth in Section 18 below entitled “State and Local Government Provisions” and (b) for the best interest of the Customer as set forth in Section 3(c), THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in

the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

4. **Product Location; Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer's certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You may make alterations, additions or replacements (collectively, "Additions") and add Software to the Product provided that such Additions and Software do not impair the value or originally intended function or purpose of the Product and is not subject to any lien or security interest in favor of any other party; provided, further, that you remove such Additions and Software at your own cost and expense at the expiration or termination of the applicable Schedule. All Additions and Software which are not removed at the expiration or termination of the applicable Schedule will become part of the Product and our property at no cost or expense to us. We may inspect the Product upon proper notice to the customer at any reasonable time during normal working hours.
5. **Taxes and Fees.** To the extent not prohibited by applicable law and unless and to the extent you are exempt and provide a valid exemption certificate to us, in addition to the payments under this Lease Agreement, you agree to pay all taxes (other than property taxes), assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year, to be included as part of the Payment. A valid sales and use tax exemption certificate must be provided to us within ninety (90) days of the first invoice to receive a credit/waiver of sales tax.
6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product acceptance by you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, you shall be responsible to either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity.
8. **Liability and Insurance.** You agree to maintain insurance, through self-insurance or otherwise, to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In

addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.

9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date; provided, however, if you do not enter into the Software License, then we may choose not to lease such Software to you under this Lease Agreement.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) to the extent not prohibited by applicable law, we or our representative may peacefully repossess the Product without a court order (it being agreed that we will provide you with written notice of Default prior to initiating recovery of the Product and will endeavor to contact you telephonically to schedule a convenient time to recover the Product); (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any

Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, ten (10) days notice shall constitute reasonable notice. If applicable, you will remain responsible for any deficiency that is due after we have applied any such net proceeds. To the extent permitted by applicable law, in the event an action is brought to enforce or interpret this Lease Agreement, the prevailing party shall be entitled to reimbursement of all costs including, but not limited to, reasonable attorney fees and court costs incurred.

13. Ownership of Product; Assignment. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests, but not our obligations, in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In the event the remit to address for Payments is changed during the term of this Lease Agreement or any Schedule, then Ricoh or the Assignee will provide notice to you. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE, AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT THE PRODUCT BE RETURNED TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you shall immediately make arrangements to have the Product subject to such expired Schedule picked up by us (or our designee), in as good condition as when you received it, except for ordinary wear and tear. Ricoh (or our designee) shall bear shipping charges. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until (i) you provide notice to us prior to the expiration of the minimum term or extension of any Schedule and (ii) the Product is picked up by us or our designees and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by us hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing contracted rates pursuant to your Maintenance Agreement or other agreement with Ricoh. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THE CONTRACT, THIS LEASE AGREEMENT, AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. ANY CHANGE IN ANY OF THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT OR ANY SCHEDULE MUST BE IN WRITING AND SIGNED BY BOTH PARTIES. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail, return receipt requested, or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date received. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. To the fullest extent permitted by applicable law, you authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product.

16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY SECTIONS 508-522 OF ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE

MANUFACTURER OF THE PRODUCT).TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, the following additional terms and conditions shall apply:
 - (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.
 - (b) Non-Appropriation/Non-Substitution. (i) If your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall make available to us (or our designee) all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease

Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to make available to us (or our designee) the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

- (c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.
- (d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel or other legally designated authority (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER By: X _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____ Facsimile Number: _____
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U.S. COMMUNITIES
EQUIPMENT SALE AND MAINTENANCE AGREEMENT
(EQUIPMENT SALES, BREAK-FIX SERVICES)

CUSTOMER INFORMATION					
Legal Name					
Bill To Address					
City		State		Zip Code	

This Equipment Sale and Maintenance Agreement (“Maintenance Agreement”) sets forth the terms pursuant to which Customer may acquire equipment, software, and/or hardware products and maintenance services identified on an Order (defined below) from Ricoh USA, Inc. (“Ricoh”). This Maintenance Agreement is executed pursuant to the contract by and between Ricoh USA, Inc. (successor-in-interest to Ricoh Americas Corporation) and Fairfax County (the “County”) on behalf of the U.S. Communities Government Purchasing Alliance and all public agencies, non-profits and higher education entities (“Participating Public Agencies”), having a Contract ID number of 4400003732 and the contract period is from February 11, 2013 to June 30, 2019, with the option to renew for no more than three (3) years (the “Contract Period”), one year at a time, or any combination thereof (the “Contract”). Notwithstanding the foregoing, any Maintenance Agreement and Order entered into during the Contract Period shall continue in full force and effect for the entire term set forth in the Order. To the extent that Customer purchases or leases Equipment from Ricoh under the Contract and also desires for Ricoh to provide maintenance services for such Equipment under the order (the “Order”), then the terms and conditions of this Maintenance Agreement shall apply. This Maintenance Agreement shall consist of the terms and conditions of the Contract and this Maintenance Agreement. As it pertains to this Maintenance Agreement, the order of precedence of the component parts of the Maintenance Agreement shall be as follows: (a) the terms and conditions of this Maintenance Agreement and (b) the terms and conditions of the Contract. The foregoing order of precedence shall govern the interpretation of this Maintenance Agreement in cases of conflict or inconsistency therein.

1. MAINTENANCE SERVICES COVERAGE. Ricoh shall provide to Customer maintenance services under an Order, during Ricoh business hours, 8:00am to 5:00pm Monday through Friday excluding holidays ((i) New Year’s Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day) (“Normal Business Hours”), as follows (collectively, the “Maintenance Services”):

(a) During the term of the Order, Ricoh will provide the Maintenance Services necessary to keep the covered Equipment in, or restore the covered Equipment to, good working order. Maintenance Services will include lubrication, cleaning, adjustments and replacement of maintenance parts deemed necessary by Ricoh due to normal usage (other than consumable parts). In the event the Equipment becomes unserviceable as a result of normal usage, replacement parts will be furnished and installed on an exchange basis and will be new OEM; provided, however, if such OEM part is not available and in order to restore the functionality of the Equipment, Ricoh shall be permitted to use a reconditioned or used part until such time as the new OEM part becomes available and is installed in the Equipment. All parts removed due to replacement will become the property of Ricoh. The provision of Maintenance Services does not assure uninterrupted operation of the covered Equipment.

(b) If available, Maintenance Services requested and performed outside Normal Business Hours will be charged to Customer at applicable time and material rates set forth in the Contract.

(c) The Maintenance Services provided by Ricoh will not include the following: (i) Repairs resulting from misuse (including without limitation to improper voltage or the use of supplies that do not conform to Ricoh's specifications); (ii) Repairs made necessary by service performed by persons other than authorized Ricoh representatives; (iii) Replacement of consumable parts which are consumed in normal Equipment operation, unless specifically included in the Order; (iv) Removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Equipment; (v) Unless

otherwise agreed, consumable supplies such as toner, developer, paper or supplies that are consumed in the normal operation of the Equipment; (vi) Repairs and/or service calls resulting from attachments or accessories not acquired from Ricoh; (vii) Any Software, system support or related connectivity unless otherwise agreed in the Order; (viii) Electrical work external to the Equipment, including problems resulting from overloaded or improper circuits; (ix) Charges for installation of the Equipment or de-installation and/or movement of the Equipment from one location to another; or (x) Repair of damage or increase in service time caused by: accident, disaster (which shall include but not be limited to fire, flood, water, wind and lightning), transportation, neglect, power transients, abuse or misuse, failure of the Customer to follow Ricoh's published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh.

(d) In the absence of a separate maintenance agreement for any software, if Ricoh is engaged to provide software support under an Order, during Normal Business Hours, Ricoh will provide advice by telephone, email or via the Ricoh or developer's website following receipt of a request from Customer to diagnose faults in the software and advice to rectify such faults. Such support may be provided remotely.

(e) Damage to the Equipment or its parts arising out of, or other causes beyond, the control of Ricoh are not covered by an Order and may subject Customer to a surcharge or to cancellation of the Maintenance Services by Ricoh. In addition, Ricoh may terminate an Order if the Equipment is modified, damaged, altered or serviced by personnel other than those employed by Ricoh or are authorized by Ricoh to provide service and maintenance for the Equipment.

(f) Service necessitated as a result of inadequate key operator involvement, operator caused damage, lack of recommended service, or use of inadequate or incompatible supplies may result in service being rendered on a time-and-material basis in addition to the Maintenance Charges (as defined in Section 5).

2. MAINTENANCE SERVICE CALLS. Maintenance service calls under an Order will be made during Normal Business Hours at the installation address shown on the Order. Travel and labor-time for the service calls after Normal Business Hours, on weekends and on holidays, if and when available, will be charged at overtime rates in effect at the time the service call is made. Ricoh representatives will not handle, disconnect or repair unauthorized attachments or components. Customer is responsible for disconnecting and re-connecting unauthorized attachments or components. Customer hereby indemnifies and holds Ricoh and its employees and representatives harmless for claims for damages to any unauthorized parts, components or accessories resulting from service performed on Equipment covered by an Order.

3. RECONDITIONING. Rebuilding, reconditioning or major overhauls necessitated by usage not in accordance with manufacturer's published specifications, which shall be provided upon Customer's request, are not covered by an Order. In addition, if Ricoh determines that a reconditioning is necessary as a result of normal wear and tear of materials and age factors caused by normal usage in order to keep the Equipment in working condition, Ricoh will submit to Customer an estimate of the needed repairs and the cost for such repairs (which costs will be in addition to the charges payable under this Maintenance Agreement). If the Customer does not authorize such reconditioning, Ricoh may, at its option: (a) discontinue service of the Equipment under an Order and refund any unused portion of the Maintenance Charges, or (b) refuse to renew an Order upon its expiration. After any such termination, Ricoh will make service available on a "Time and Material Rate" basis at Ricoh's then prevailing rates at the time of service.

4. TERM. Each Order shall become effective on the delivery and Customer acceptance of the Equipment and/or solution and shall continue for the term specified therein (the "Initial Term") so long as no ongoing default exists on Customer's part. At the expiration of the Initial Term or any renewal term, unless Customer provides written notice of its intention not to renew within thirty (30) days of the expiration of the Initial Term or any renewal term, the Order shall automatically renew on a month-to-month basis. In addition to any other rights or remedies which either party may have under this Maintenance Agreement or at law or equity, either party shall have the right to cancel the Services provided under this Maintenance Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under this Maintenance Agreement when due and payable, and

such failure continues for a period of thirty (30) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Maintenance Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach.

5. MAINTENANCE CHARGES.

(a) Maintenance service charges ("Maintenance Charges") will be payable by the Customer in accordance with the terms set forth in the Order.

(b) Customer acknowledges and agrees that: (i) the transfer of the Equipment from the location indicated on the face hereof may result in an increase of Maintenance Charges or the termination of an Order; (ii) if an Order includes toner, toner usage is based on manufacturer supply consumption rates. Ricoh will determine and deliver supplies in accordance with agreed upon usage. Consumption of covered supply products varying significantly from expected usage may result in additional charges for supplies, or as otherwise agreed to by the parties. Maintenance Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

6. USE OF RICOH RECOMMENDED SUPPLIES. Ricoh products are designed to give excellent performance with Ricoh recommended supplies, including paper, developer, toner, and fuser oil. If the Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate an Order. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition of an Order that the Customer use only Ricoh brand supplies.

7. METER READINGS. As part of its Services, Ricoh may, at its discretion and dependent upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. If @Remote is not selected by the Customer, Customer shall be responsible and agrees to provide Ricoh true and accurate meter readings monthly and in any reasonable manner requested by Ricoh. If accurate meter readings are not provided, Ricoh reserves the right to estimate the meter readings from previous meter readings.

8. CUSTOMER OBLIGATIONS. Customer agrees to provide a proper place for the use of the Equipment, including electric service as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the maintenance of the Equipment hereunder within a reasonable distance of the Equipment. Customer agrees to provide "360 degree" service access to the Equipment, subject to Customer's usual security procedures. Customer will provide a key operator for the Equipment and will make operators available for instruction in use and care of the Equipment. All supplies for use with the Equipment will be provided by the Customer and will meet manufacturer specifications. It is the responsibility of the Customer to have the supplies available "on site" for servicing. Customer agrees that any systems utilizing similar supplies must be covered under similar inclusive maintenance programs. If any software, system support or related connectivity services are included as part of the Order as determined by Ricoh, Ricoh shall provide any such services at Customer's location set forth in the Order as applicable, or on a remote basis. Customer shall provide Ricoh with such access to Customer's facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services.

9. WARRANTY DISCLAIMER. OTHER THAN THE OBLIGATIONS SET FORTH EXPRESSLY IN THIS MAINTENANCE AGREEMENT, RICOH DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. RICOH SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF USE OF THE EQUIPMENT. RICOH'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THE MAINTENANCE AGREEMENT, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO RICOH IN CONNECTION WITH THE

MAINTENANCE SERVICES.

10. SERVICE LEVELS.

(a) Response Time. Ricoh will provide a one hour (1) phone response to service calls measured from receipt of the Customer's call. Ricoh service technicians will meet a four (4) business hour response time for all Customer service calls located within a major metropolitan area and eight (8) hour average response time for all Customer service calls located fifty (50) miles or greater from a Ricoh service center. Response time is measured in aggregate for all Equipment covered by the Order.

(b) Uptime. Ricoh will service the Equipment provided under an Order to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during Normal Business Hours), excluding preventative and interim maintenance time. Downtime will begin at the time Customer places a service call to Ricoh. Customer agrees to make the Equipment available to Ricoh for scheduled preventative and interim maintenance. Customer further agrees to give Ricoh advance notice of any critical and specific uptime needs Customer may have so that Ricoh can schedule with Customer interim and preventative maintenance in advance of such needs.

(c) Replacement of Equipment. Should a unit of Equipment or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Equipment with another unit of the same product designation as that Equipment and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Equipment it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities.

11. DATA MANAGEMENT SERVICES. The parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing Contract rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Equipment and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer. If desired, Customer may engage Ricoh to perform the following Data Management Services, and the parties shall enter into a written work order setting the details of any such engagement:

- **Hard Drive Surrender Service.** Under this option, a Ricoh service technician can remove the hard drive from the applicable equipment (set forth on a work order) and provide Customer with custody of the hard drive before the equipment is removed from the Customer's location, moved to another department or any other disposition of the equipment. The cost for the Hard Drive Surrender Services shall be as set forth in the Contract.
- **DataOverwriteSecurity System (DOSS).** DOSS is a Ricoh product designed to overwrite the sector of the hard drive used for data processing to prevent recovery. Additionally, DOSS also offers the option of overwriting the entire hard drive up to nine (9) times.

12. PURCHASES OF EQUIPMENT FOR CASH. In the event that Customer desires to purchase equipment or products from Ricoh from time to time, it may do so by issuing a Purchase Order/Sales Order to Ricoh for that purpose. In connection with any equipment purchase from Ricoh, Ricoh shall transfer to Customer any equipment warranties made by the equipment manufacturer, to the extent transferable and without recourse. Customer agrees to confirm delivery and acceptance of all equipment purchased under this Agreement within ten (10) business days after any equipment is delivered and installed (if installation has been agreed to by the parties) by signing a delivery and acceptance certificate

(in a form to be provided by Ricoh) or written delivery acknowledgement. Ricoh reserves the right to make equipment deliveries in installments. All claims for damaged equipment shall be deemed waived unless made in writing, delivered to Ricoh within ten (10) business days after delivery of equipment to Customer; provided, however, Ricoh shall not be responsible for damage to equipment caused by the Customer, its employees, agents or contractors. Ricoh warrants to Customer that at the time of delivery and for a period of ninety (90) days thereafter the Ricoh-manufactured equipment will be free from any defects in material and workmanship; provided, however, the foregoing warranty shall not apply in the event (i) the Ricoh-manufactured equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (ii) the Ricoh-manufactured equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (iii) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh-manufactured equipment. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the equipment purchased hereunder, other than income taxes of Ricoh.

13. MISCELLANEOUS. This Maintenance Agreement shall be governed by the laws of the State where the Customer's principal place of business or residence is located both as to interpretation and performance, without regard to its choice of law requirements. This Maintenance Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original. In order to expedite the ordering and delivery process, and for the convenience of the Customer, this Maintenance Agreement establishes the terms and conditions between the parties governing all services. Any documents issued by Customer to procure services at any time for any reason, even if they do not expressly reference or incorporate this Maintenance Agreement, will not modify or affect this Maintenance Agreement notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the services ordered and shall be subject to the terms and conditions of this Maintenance Agreement.

IN WITNESS WHEREOF, the parties have executed this Maintenance Agreement as of the date first written above.

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____



ORDER AGREEMENT

Sale Type :LEASE

Master Maintenance and Sale Agreement Date:	NEW	Sale Type :	LEASE
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BILL TO INFORMATION			
Customer Legal Name: CITY OF NEWBURGH			
Address Line 1: 83 BROADWAY FL 2		Contact:	
Address Line 2:		Phone:	
City: NEWBURGH		E-mail:	
ST / Zip: NY/12550-5617	County: ORANGE	Fax:	

ADDITIONAL ORDER INFORMATION	
Check All That Apply:	
☐ Sales Tax Exempt (Attach Valid Exemption Certificate)	☐ Fixed Service Charge ☐ Add to Existing Service Contract # _____
☐ PO Included PO# _____	☐ PS Service (Subject to and governed by separate Statement of Work)
☐ Syndication	☐ IT Service (Subject to and governed by separate Statement of Work)

This is an Order made pursuant to the terms and conditions of the above referenced Master Agreement(s) between Customer and Ricoh USA, Inc. The signature below indicates that the customer accepts all terms and conditions of the applicable Master Agreement(s) for this sale, including by not limited to the terms set forth in the Master Agreement(s) and any Exhibit A thereto, all of which are incorporated herein by reference and made part of this Order. Each party agrees that electronic signatures of the parties on this Order will have the same force and effect as manual signature. Ricoh may accept this Order by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.).

SERVICE INFORMATION		
Service Term (Months)	Base Billing Frequency	Overage Billing Frequency
36 Months	MONTHLY	QUARTERLY

SHIP TO INFORMATION			
Customer Name: NEWBURGH CITY OF			
Address Line 1: 123 GRAND ST		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-4678	County: ORANGE	Fax:	

PRODUCT INFORMATION							
Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1



SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 22 GRAND ST		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5626	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1

SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 55 BROADWAY		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5613	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MP4055SP BRANDING SET	1	Gold	5,000	\$0.0068	N/A	N/A	\$34.00
RICOH MPC3504EX BRANDING SET	1	Gold	5,000	\$0.0080	0	\$0.0500	\$40.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG 3	1
TS NETWORK & SCAN CONNECT - SEG BC3	1



SHIP TO INFORMATION

Customer Name: NEWBURGH CITY OF			
Address Line 1: 129 S ROBINSON AVE		Contact:	Crispino,Nicholas
Address Line 2:		Phone:	(845) 569-7326
City: NEWBURGH		E-mail:	OSC.Default@Ricoh-USA.Com
ST / Zip: NY/12550-5821	County: ORANGE	Fax:	

PRODUCT INFORMATION

Product Description	Qty	Service Type	B/W Allowance (Per Base Billing Frequency)	B/W Ovg	Color Allowance (Per Base Billing Frequency)	Color Ovg	Service Base (Per Base Billing Frequency)
RICOH MPC3504EX BRANDING SET	1	Gold	5,000	\$0.0080	0	\$0.0500	\$40.00

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION

BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN CONNECT - SEG BC3	1

ORDER TOTALS

Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services:	
Silver: Includes all supplies. Excludes paper and staples.	Buyout:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions:		
Per US Communities Contract 4400003732		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION ESTABLISHING A STANDARD WORK DAY
FOR ELECTED AND APPOINTED OFFICIALS WHICH WILL BE REPORTED
TO THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City of Newburgh hereby establishes the following as standard work days for elected and appointed officials and will report the following days worked on the attached Schedule A to the New York State and Local Employees' Retirement System based on the record of activities maintained and submitted by these officials to the clerk of this body.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH 30TH INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's 30th Annual International Festival is scheduled for Friday, August 31, 2018 through Monday, September 3, 2018, respectively, and will be held at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City of Newburgh wishes to enter into a contract with Shamrock Shows, Inc. to provide Carnival Rides, Concessions and Amusements for the City of Newburgh's 30th Annual International Festival; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc.;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2018, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **SHAMROCK SHOWS, INC.**, a firm with principal offices at 338 Willow Tree Road, Milton, New York 12547, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 31, 2018, and ending September 3, 2018.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule A, and prepared in such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant’s Certification form, and if the Claimant’s Certification form is objectionable, will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$0.00 ZERO Dollars has been established for the scope of SERVICES and/or the supply of goods rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY’S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation,

partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or

indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance

covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
Worker's Compensation	Statutory
Employer's liability or similar insurance	\$1,000,000 each occurrence
Automobile liability	\$1,000,000 aggregate
Bodily Injury	\$2,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$2,000,000 each occurrence
Professional liability (If commercially available for your profession)	\$1,000,000 aggregate \$2,000,000 each claim

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement). Whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon

such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 17. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 18. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from

the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall

have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

ARTICLE 24: CLOSE OUT & CLEAN UP

The parties agree that Shamrock (VENDOR) shall make its best effort to remove all property and equipment from the site no later than the end of the day, September 4, 2018. However, in the event of unforeseen delays or other circumstances beyond the control of the parties, Shamrock shall have until 12:00 pm on September 5, 2018 to remove all such property and equipment from the site.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

SHAMROCK SHOWS, INC.

BY: _____
Michael G. Ciaravino,
City Manager
Pursuant to Resolution No.:

BY: _____
Colin O'Keefe, CEO

DATE: _____

DATE: _____

APPROVED AS TO FORM

MICHELLE KELSON
Corporation Counsel

DATE: _____

KATHRYN MACK
City Comptroller

DATE: _____

SCHEDULE A

SCOPE OF SERVICES

REQUEST FOR PROPOSALS

RFP #9.1

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS FOR THE 30TH ANNUAL INTERNATIONAL FESTIVAL

Overview: The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as “Ride Company”) to provide carnival rides, concessions and amusement services for the 30th Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend. An overview of the Park is referenced on page 8 of this RFP indicating the two fields where the festival will operate.

The 2018 festival runs for four (4) consecutive days from Friday, August 31, 2018 through Monday, September 3, 2018. The festival will kick off Friday, August 31, 2018 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 3, 2018.

1.0 GENERAL

- A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.
- B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as “Bidder” or “Vendor”) certifies that it is not listed on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.

- C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in blue ink by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

2.0 SUBMISSION OF PROPOSALS

- A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller Kathryn Mack City of Newburgh, 83 Broadway- 4th Floor, Newburgh, New York, 12550, **on or before** 4:00 P.M., (*Eastern Time*), Wednesday, August 8, 2018. Late submissions will not be accepted.
- B. Proposals shall be delivered to the City Comptroller at his office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.
- C. Proposals must be in a sealed envelope indicating both the company name and the words **"RFP for International Festival"** *clearly marked* on the outer envelope.
- D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.
- E. All signatures, with the exception of a Notary Public, must be signed in blue ink.
- F. Forms provided must be completed and submitted with Proposal in original form.
- G. Respondents shall submit one (1) original *plus one* (1) copy of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.0*.

3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

- A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2018 International Festival.
- B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.
- C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.
- D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.
- E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.
- F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.
- G. The Ride Company must supply tickets at no cost to the City of Newburgh.
- H. The Ride Company shall be fully responsible to provide all personnel.
- I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.
- J. The successful Ride Company **must** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative (*To Be Determined*) at the conclusion of festival operations **each and every evening**.
- K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.
- L. Completed forms signed in **blue ink** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents **must be included** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.
- M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

4.0 TIME OF PERFORMANCE

- A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, August 29, 2018 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 5, 2018.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, August 31, 2018 and shall cease operations promptly at 11:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, September 1, 2018; Sunday, September 2, 2018; and, Monday, September 3, 2018.

Ride Company shall cease operations promptly at 11:00 P.M. on Friday, August 31, 2018; Saturday, September 1, 2018; and, Sunday, September 2, 2018.

Ride Company shall cease operations at end of Festival on Monday, September 3, 2018 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Kathryn Mack no later than 4:00 P.M., (Eastern Time), Wednesday, August 8, 2018 to: kmack@cityofnewburgh-ny.gov

6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

“AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER”

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #9.18

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
30TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMERGENCY TEL: _____ CONTACT: _____

EMAIL ADDRESS _____

TAX I.D. NUMBER _____

SUBMITTED BY _____

Signature in **BLUE Ink**

NAME/TITLE _____

DATED _____

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF _____)
COUNTY OF _____)SS

I, _____ of the (City, Town, Village) of _____
in the County of _____ in the State of _____,
of full age, being duly sworn according to law on my oath dispose and say that:

I am _____, an officer of the firm of _____
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____. (Name of Agency)

Subscribed and sworn to by: _____
(Signature – in **Blue** Ink)

(Print or type name and title of individual that signed above)

Before me this _____ day
of _____, 20__

(Notary Public Signature)

Notary Public of _____

My commission expires _____ 20__

Affix Notary Stamp/Seal

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS



338 Willow Tree Rd. • Milton, NY 12547
Phone:845-795-1263 • Fax:845-795-2345

Shamrock Shows and Amusements will bring 12-14 rides and 6-10 games and 3 concession trailers during the 2018 international festival.

Shamrock Shows and Amusements will provide proper insurance coverage,co listing city of Newburgh NY in scope and amount satisfactory to City, and will have proper permits for Orange County health dept

.Shamrock will provide amusements concessions and carnival rides at no cost to the city of Newburgh

Shamrock shows and amusements will pay the city of Newburgh 35% of the eentire ticket proceeds over the total duration of festival

Shamrock shows and amusements shall provide electricity for all amusements concessions and carnival rides

Shamrock shows and amusements will provide 100 advertising posters at no cost to the city and will be distributed by the city

Shamrock shows will provide tickets at no cost to the city

Shamrock shows will be full responsible to provide personnel

Shamrock shows will clean and provide maintenance to all immediate concessions and amusement rides at all times

Shamrock shows will provide a written account of the daily proceeds earned to the designated city of Newburgh representative at the conclusion of each and ever night

Shamrock shows will pay the city at the end of each evening the amount due to the city of Newburgh

Shamrock shows will set up no earlier than Wednesday august 29th at 12::00 pm shamrock will have all rides removed from location no later than 12:00 pm on Wednesday sept 5th

shamrock will have all personnel rides and concessions ready to operate first day no later than 5:00 pm on Friday august 29 and shall cease operations promptly at 11:00 pm that night shamrock will be fully operational at 12:00 pm for the remaining days and will cease operations each night at 11:00 pm and on Monday night cease operations at 10:00 pm unless otherwise directed by a city representative

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF

)

)SS

COUNTY OF

)

I, Colin O'Keefe of the (City, Town, Village) of Milton
in the County of Ulster in the State of New York,
of full age, being duly sworn according to law on my oath do swear and say that:

I am Colin O'Keefe, an officer of the firm of Shamrock Shows & Amusements Inc.
the vendor making the Proposal for the above named work, and that I executed the said Proposal with
full authority to do so; that said bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise in connection with the above named work; and that all
statements contained in said Proposal and in this affidavit are true and correct, and made with the full
knowledge that the City of Newburgh as Owner relies upon the truth of the statements contained in said
Proposal and in the statements contained in this affidavit in awarding the Contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
Shamrock Shows & Amusements Inc. (Name of Agency)

Subscribed and sworn to by: Colin O'Keefe
(Signature – in Blue Ink)

Colin O'Keefe - CEO
(Print or type name and title of individual that signed above)

Before me this 31st day

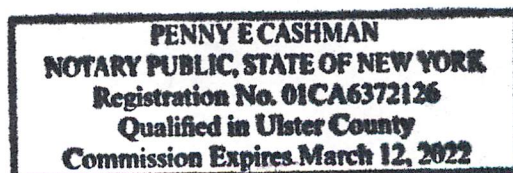
of July, 2018

Penny E. Cashman
(Notary Public Signature)

Notary Public of _____

My commission expires _____ 20____

Affix Notary Stamp/Seal



THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #9.18

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
30TH ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME Shamrock Shows + Amusements inc.

ADDRESS 338 willowtree rd milton NY 12547

PHONE NO. 845-541-0759 FAX NO. N/A

EMERGENCY TEL: 352-949-9644 CONTACT: Colin / Heather O'Keeffe

EMAIL ADDRESS shamrock shows @ gmail.com

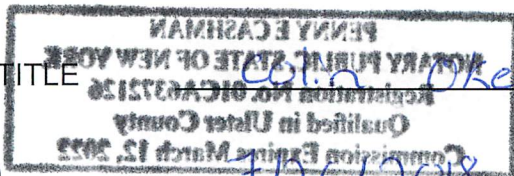
TAX I.D. NUMBER 45-1476294

SUBMITTED BY _____

Signature in **BLUE Ink**

NAME/TITLE Colin O'Keeffe - CEO

DATED 7/26/2018



BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**RESOLUTION AMENDING RESOLUTION NO: 333-2017,
THE 2018 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR INSURANCE RECOVERY FUNDS ALLOCATED TO
INSURANCE RECOVERIES TO BE APPLIED TO FIRE DEPARTMENT
MOTOR VEHICLE REPAIRS**

WHEREAS, the Fire Department received an insurance recovery in the amount of \$8,425.03 for damage to a Department vehicle which funds were allocated to Insurance Recoveries; and

WHEREAS, the Department vehicle is being repaired; and

WHEREAS, it is necessary to adjust the 2018 Budget to reflect the allocation of the funds allocated to Insurance Recoveries to Fire Department Repairs of Motor Vehicles; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 333-2017, the 2018 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
A.0000.2680 Insurance Recoveries	\$8,425.03
A.3412.048 Repairs/Motor Vehicles	<u>\$8,425.03</u>
 TOTAL:	 \$8,425.03

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AMENDING THE 2018 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) FIREFIGHTER POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, the retirement of a Fire Captain has created a vacancy in the Fire Department; and

WHEREAS, the costs savings from the vacant Fire Captain position can be utilized to fund one (1) Firefighter position on a temporary basis through December 31, 2018 as the City continues to review Fire Department staffing; and

WHEREAS, adding one (1) temporary Firefighter position in the Fire Department requires an amendment to the 2018 Personnel Analysis Book; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended, and that there be and hereby is created (1) temporary position in the job title of "Firefighter" effective July 30, 2018 through December 31, 2018.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 36 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 46)
AT PRIVATE SALE TO MICHAEL CONNERS FOR THE AMOUNT OF \$5,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 36 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 46 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
36 Hasbrouck Street	38 – 3 – 46	Michael Connors	\$5,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

36 Hasbrouck Street, City of Newburgh (38-3-46)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City

Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 89 WEST VAN NESS STREET (SECTION 26, BLOCK 5, LOT 5)
AT PRIVATE SALE TO LORENA SANTOS, MARCO TORRES AND RICARDO SANTOS
FOR THE AMOUNT OF \$20,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 89 West Van Ness Street, being more accurately described as Section 26, Block 5, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
89 West Van Ness Street	26 - 5 - 5	Lorena Santos Marco Torres Ricardo Santos	\$20,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

89 West Van Ness Street, City of Newburgh (26-5-5)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's

premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 40 WILLIAM STREET (SECTION 38, BLOCK 2, LOT 33)
AT PRIVATE SALE TO DAWN M. LIBERI FOR THE AMOUNT OF \$11,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 40 William Street, being more accurately described as Section 38, Block 2, Lot 33 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
40 William Street	38 - 2 - 33	Dawn M. Liberi	\$11,000.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

40 William Street, City of Newburgh (38-2-33)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 152 SOUTH STREET (SECTION 11, BLOCK 3, LOT 16)
AT PRIVATE SALE TO JU YOUNG OH AND MIN SUNG KANG
FOR THE AMOUNT OF \$5,070.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 152 South Street, being more accurately described as Section 11, Block 3, Lot 16 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
152 South Street	11 - 3 - 16	Ju Young Oh Min Sung Kang	\$5,070.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

152 South Street, City of Newburgh (11-3-16)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 112 JOHNSTON STREET (SECTION 18, BLOCK 10, LOT 12)
AT PRIVATE SALE TO ERIC HILTNER FOR THE AMOUNT OF \$7,500.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 112 Johnston Street, being more accurately described as Section 18, Block 10, Lot 12 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to sell said property to the prospective buyer for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before November 16, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
112 Johnston Street	18 - 10 - 12	Eric Hiltner	\$7,500.00

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the parcel is not required for public use.

Terms and Conditions Sale

112 Johnston Street, City of Newburgh (18-10-12)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2018-2019, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2018-2019, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before November 16, 2018 ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH BOM NEWBURGH, LLC FOR THE
TRANSFER AND REDEVELOPMENT OF PROPERTY LOCATED
AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 5, LOT 5)**

WHEREAS, by Resolution No. 93-2018 of April 9, 2018, the Council of the City of Newburgh authorized the City Manager to negotiate on behalf of the City a development agreement with R.L. Baxter Building Corp. for the redevelopment of the property at 109 South William Street, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, R.L. Baxter Building Corp. has formed a new entity, BOM Newburgh, LLC, and requested that the City of Newburgh allow them access to the Property prior to finalizing a development agreement for the purposes of and to perform certain pre-development activities; and

WHEREAS, by Resolution No. 118-2018 of May 14, 2018, the City Council authorized the City Manager to enter into a license agreement with BOM Newburgh, LLC, and its contracted agents to allow access to 109 South William Street for the purposes of and to perform site investigations and other pre-development activities; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto;

WHEREAS, this Council the Property is not required for public and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to executed on behalf of the City of Newburgh the site development agreement with BOM Newburgh, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 109 South William Street.

NAW COMMENTS - 080118

DRAFT FOR COUNCIL REVIEW
8/9/18

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

BOM NEWBURGH LLC

DATED AS OF _____, 2018

Regarding:
109 South William Street, Tax ID 45-5-5
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Contract") dated _____, 2018 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("Seller" or "City") and BOM Newburgh LLC, a New York limited liability company having an address at _____, NY ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 109 South William Street in the City of Newburgh, more accurately described as Section 45, Block 5, Lot 5 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the Seller desires to provide for the redevelopment of the Property for mixed commercial and residential uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the Seller selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the Seller for the purposes of developing the Property, and Seller desires to convey the Property to the Developer pursuant to the terms set forth in this Contract; and

WHEREAS, the Developer acknowledges that the Seller is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Contract;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to Seller, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. The terms set forth in this Section shall have the meanings ascribed to them for all purposes of this Contract, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements, building permits, certificate of

occupancy, certificate of appropriateness, and all applications for licenses, permits and permission to construct and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

“Architect” shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to Seller. [NAW – NOT SURE WHY THE ARCHITECT NEEDS TO BE SPECIFIED HERE AS LONG AS THE CITY RETAINS THE RIGHT TO APPROVE.]

“Business Day” shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

“Certificate of Occupancy” shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

“City” shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, NY 12550, its successors and assigns.

“Claims” shall mean any and all claims (whether in tort, contract or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

“Closing Date” shall mean the date of closing of title pursuant to Section 3.03.

“Closing Deadline” shall mean the date which is set forth in Schedule “C” as the closing deadline.

“Completion Deadline” shall mean the date which is set forth in Schedule “C” as the completion deadline.

“Developer” shall mean BOM Newburgh LLC or its successors and assigns to the extent permitted under Section 12.01 of this Contract.

“Earnest Money” shall mean the amount payable pursuant to Section 4.01(a).

“Force Majeure” shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

“Governmental Authority” shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of

any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or placed upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a Person, whether such interest is based on the common law, statute or contract, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a Person shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other Person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York State Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including at least a site plan, landscaping plan, drainage plan, pedestrian and vehicle ingress and egress, floor plan, utilities, water, sewer, exterior materials, colors and elevations, parking plan, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project which shall include a mixed use redevelopment of the existing building located on the Property consisting of ____ square feet of retail/restaurant/office uses on the ground floor, ____ square feet of office use on the second

floor, and Housing Units for residential use on the third floor. The square footages for each floor being derived from the records of the City Assessor with no guarantee of accuracy.

“Project Lender” shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

“Project Mortgage” shall mean one or more mortgages on Developer’s interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

“Property” shall mean the property described at Section 3.01 to be conveyed pursuant to this Contract.

“Purchase Price” shall mean the purchase price set forth in Section 4.01.

“Related Party” shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

“Required Guarantee” shall mean an unconditional letter of credit issued by a New York or U.S. federal bank whose unsecured obligations are rated at least “A/IX”, in form and substance satisfactory to the Seller or a surety bond in form and substance satisfactory to the Seller.

“Taxes” shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

“Title Insurer” shall mean such title insurance company as shall be mutually acceptable to the Seller and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Contract, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Contract, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to Seller in conjunction with the conveyance of the Property:

- (a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Contract, a Project Mortgage, and the closing documents to be signed by Developer. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Contract.
- (b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Contract.
- (c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.
- (d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.
- (e) All certificates or statements furnished to the Seller by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Contract, and subject to the further terms of this Contract, Seller shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Contract, the Property in the City of Newburgh, Orange County, which "Property" includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all buildings and other improvements constructed or situated on the Land (collectively the "Improvements");
- (c) all right, title and interest currently held by the Seller, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
- (d) the appurtenances and all the estate and rights currently held by the Seller in and to the Land and Improvements;
- (e) all right, title and interest currently held by the Seller, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Contract as the "Equipment")

SUBJECT TO the further easements and rights of reverter reserved herein.

SECTION 3.02. Title; Permitted Exceptions. Seller shall convey fee simple title to the Property in accordance with the terms of this Contract, subject only to the following (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04 ; and
- (c) such other matters as the Title Insurer shall be willing, without special premium, to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

SECTION 3.03 Closing. Except as otherwise provided in this Contract, the closing of title pursuant to this Contract (the "Closing") shall take place at 10:00 am on the date determined by the parties but in any event not later than thirty (30) days from the date that the Developer is issued a building permit for the Project, or more than thirty (30) days from the date of expiration of any appeal periods for Project Approvals and Permits, whichever is later, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be \$75,000.00, payable as follows:

- (a) The Developer shall pay to the Seller a down payment of \$1,000.00 (the "Earnest Money") upon the execution of this Contract, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
- (b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
- (c) The balance of the Purchase Price shall be paid to the Seller at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Contract, unless otherwise specified in this Contract shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the Seller; or
- (b) Official bank checks drawn by any such banking institution, payable to the order of the Seller.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Contract, but without the right to receive a refund of the Earnest Money, on or before the Closing Date if despite Developer's best efforts, Developer is unable to obtain final Approvals and Permits for the Project
- (b) Developer shall be deemed to have waived all contingencies if written notice is not given to Seller on or prior to the Closing Date.

SECTION 5.02 Conditions to Seller's Obligations. In addition to the conditions otherwise set forth herein, Seller's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Contract.
- (b) Developer shall have deposited all Required Guarantees, if any, required by this Contract.
- (c) Developer shall have furnished the Seller with a certified statement of the total development cost of the Project and evidence reasonably satisfactory to the Seller that the Developer has adequate financing to complete the Project. The Developer shall have obtained all required Approvals and Permits for the Project.
- (d) The Developer shall have submitted Plans and Specifications prepared by a New York State Licensed Architect and/or Professional Engineer together with a certificate from such

licensed Architect or Professional Engineer that such Plans and Specifications are consistent with all Approvals and Permits.

(e) The Developer shall not be in default under this Contract.

SECTION 5.03 Seller's Right to Terminate. Seller shall have the right to terminate this Contract by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Contract. Upon termination by either party pursuant to this Contract, this Contract shall be null and void, and no action, claim or demand may be based on any term or provision of this Contract, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of Seller.

(a) Design and Approvals:

- i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the Seller's land use boards in sufficient time for review and approval prior to the Closing Deadline.
- ii. Developer will use its best efforts to obtain site plan and architectural review approval for the Project at least 60 days prior to the Closing Deadline and obtain Approvals and Permits for the Project at least 30 days prior to the Closing Deadline.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall have received Seller's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of the Public Improvements [NAW - need to define "Public Improvement"], which prior written approval of Seller will not be given, apart from any other considerations, unless such architects, engineers, and contractors specifically agree to complete their work for Seller, at Seller's request, in the event of

Developer's default. [NAW – we will need to ensure that all consultant and contractor agreements include this provision.]

- iv. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Contract.
- v. Shall pay all proper accounts for work done or materials furnished under all contracts to which it has entered into relating to the construction of the Project.
- vi. If any Lien is filed or asserted, including, without limitation, any Lien for the performance of any labor or services or the furnishing of materials, whether or not valid, is made against the Property or any part thereof in the interest therein of the Seller, or the interest therein of a Party under this Contract, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or Liens being contested as permitted by this Section, the Developer forthwith upon receipt of notice of the filing, assertion, entry or issuance of such Lien (regardless of the source of such notice) shall give written notice thereof to Seller and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Contract shall be construed as constituting the express or implied consent to or permission of the seller for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against Seller's interest in the Property. The Developer may at its sole expense contest, after prior written notice to the Seller, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (i) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Contract, of the Seller or Developer or against any of the rentals or other amounts payable under this Contract, (ii) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (iii) the Seller would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (iv) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the Seller being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the Seller that the Developer shall indemnify and hold the Seller harmless from any claims, liabilities, costs or expenses as may derive with respect thereto,

and the Developer shall provide to the Seller such security as the Seller may reasonably require.

- vii. At the written request of the Seller, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

SECTION 6.02 Seller's Covenants. Seller covenants that it will comply with the following covenants between the date of this Contract and the Closing, unless this Contract is earlier terminated in accordance with its terms:

- (a) The Seller shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
- (b) The Seller shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Contract.
- (c) Seller hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Contract, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Contract upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Contract, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7

OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to Seller within thirty (30) days of the date hereof. Seller shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report and any other defects or objection which may be disclosed on or prior to the Closing Date. Developer shall be deemed to have waived any objections to title if not made within twenty (20) days after receiving the title report.

SECTION 7.02 Developer's Right to Terminate. If Seller is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Contract, Developer may elect to accept such title as Seller may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Contract upon thirty (30) days' notice to Seller and Seller shall be obligated to return the Earnest Money to Developer. Upon such termination, the Contract shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Contract.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. The Seller is conveying the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever including without limitation soil conditions, the existence of below-grade foundations (whether or not concealed), environmental conditions, air-quality, or the location of existing underground utilities. Any costs related to abnormal conditions or quality of the subsoil, or to the improvement of the subsoil, or to demotion and removal of any abandoned utilities or improvements, or to the construction of new utilities, or related to hazardous soil conditions in any way whatsoever, will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Contract shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or contract to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the zoning code and/or variances. In the event of any proposed modifications by the Developer to the proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Contract obligates the City, the Seller, or any other governmental body to provide for such approvals. The Project are to be in conformance with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) Seller grants to Developer the right to conduct an examination to obtain an report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project.
- (b) Developer may terminate this Contract on or before 180 days after the date of this Contract (but without the right to receive a refund of the Earnest Money) in the event such report indicates the presence of any such matters. Developer shall provide a copy of any such report to Seller.
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. Seller shall have the right to be present during all testing and sampling and survey work.

- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold Seller harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to Seller prior to having access to the site.

ARTICLE 10

CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 Seller's Closing Obligations. At the Closing, the Seller shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Contract (including without limitation the right of reverter set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the Seller in and to any Equipment.
- (c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the Seller's name.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Contract.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

- (a) Developer shall deliver to Seller the portion of Purchase Price payable at Closing.
- (b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
- (c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the Seller to the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Contract by Seller. Upon the occurrence of any default under this Contract by Developer Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall be not less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract and all rights of Developer under this Contract shall terminate. The termination of this Contract does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages, time being of the essence of this Contract. The termination of this Contract and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer and Developer will not be liable for damages or specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Contract shall terminate on the date specified in such notice, which shall not be less than ten (10) days after the date of such notice. Upon the date specified in the notice, this Contract shall terminate. The termination of this Contract shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Contract, which shall survive. If Seller defaults under this Contract, this provision does not preclude Developer from seeking specific performance of this Contract but Developer shall have no right to seek damages from Seller for Seller's defaults hereunder.

SECTION 11.02 Force Majure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Contract by reason of Force Majure, performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majure within a reasonable time after the event occurs. The provisions of this Section shall not excuse Developer from the prompt payment of amounts due under this Contract.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Contract shall be cumulative and shall be in addition to every other right or remedy provided for in this Contract or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed will contain provisions stating that the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Contract. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Contract. If the Developer has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the Property shall not be conveyed to any other person or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

ARTICLE 12 MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Contract without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Contract and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Contract embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Contract. Neither this Contract nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Contract shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Contract.

SECTION 12.06 Captions. The captions in this Contract are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this contract with a view toward effecting the purpose of this contract, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Contract shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

BOM Newburgh LLC

with a copy to:

Seller as follows:

City of Newburgh

Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Corporation Counsel
Attn: Michelle Kelson
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

or as Developer or Seller shall otherwise have given notice as herein provided.

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Contract or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Following the Closing, the Developer intends to obtain a Project Mortgage on the Property provided by a Lending Institution for the construction of the Project.

SECTION 12.12 No Partnership or Joint Venture. This Contract does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in her or her individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Contract shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Contract returned to Developer on or before _____ (30 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first above written.

Seller: CITY OF NEWBURGH

By:

Its: City Manager
Per Resolution No.

Developer:

By:

Its:

STATE OF NEW YORK)
) ss:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same

in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 109 South William Street, being more accurately described as Section 45, Block 5, Lot 5 on the Official Tax Map of The City of Newburgh, bounded and described as follows:

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes and assessments that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The rights of reverter described in Section 11.04 of this Contract.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within thirty (30) days of the execution of this Contract, the Developer shall submit a site plan application to the City of Newburgh Planning Board for the Project meeting the requirements of this Contract.
2. Closing Deadline: No longer than nine (9) months from the execution of this Contract, the Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
3. Commencement Deadline: No longer than three (3) months from the Closing Date, the Developer shall have commenced construction of the Project.
4. Completion Deadline: No longer than eighteen (18) months from the Closing Date, Developer shall have completed construction of the Project and Developer shall have applied to the Building Inspector and Code Compliance Office of the City of Newburgh for a Certificate of Occupancy and no longer than twenty (20) months from the Closing Date shall have obtained a Certificate of Occupancy for the entire Project.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH THE NEWBURGH COMMUNITY LAND BANK
FOR USE AND ACCESS TO 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AS A DISPLAY SITE FOR ITS ARTIST IN VACANCY INITIATIVE**

WHEREAS, The Newburgh Community Land Bank, a non-profit organization, has undertaken an Artist in Vacancy program which seeks to transform vacant properties located in its core neighborhood into temporary creative spaces to engage the community and promote the arts in the City of Newburgh;

WHEREAS, The New York and Mexico City-based artist collective, Suzuki Gonzalez, proposes to curate a multimedia installation inspired by retail windows and ethnographic displays and wishes to use the first floor of the building located at 182 Broadway, more accurately described as Section 30, Block 1, Lot 32 on the official Tax Map of the City of Newburgh, as a display location in the City of Newburgh; and

WHEREAS, the proposed art installation requires a license agreement, for use and access to 182 Broadway, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Newburgh Community Land Bank to allow access to the first floor of City-owned property located at 182 Broadway (Section 30, Block 1, Lot 32) for the purpose of installing and displaying a temporary art exhibit for public viewing.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

THE NEWBURGH COMMUNITY LAND BANK a non-profit corporation with an address of P.O. Box 152, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the property located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested access to the Property for the purpose of undertaking the installation and exhibition of a temporary art exhibit and to sponsor related art and cultural events open to the public;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 182 Broadway in the City of Newburgh, and more accurately described as Section 30, Block 1, Lot 32 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the first floor of the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of and to install and display a temporary art exhibit for public display and to sponsor other related art and cultural events open to the public referred to herein as the "Work".

Section 2. Use of and Access to 182 Broadway. Entry to the Property is limited to the use of the first floor of the building and access necessary to install and display a temporary art exhibit for public viewing and to sponsor related art and cultural events open to the public. Licensee agrees to do the Work and perform such tasks, including but not limited to cleaning, routine maintenance and painting, in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of the Work in or on the Property and shall have duly authorized representatives on-site during all art and cultural events which are open and available to the public. Prior to the expiration of the license, Licensee shall remove all materials related to the art installation and leave the Property in broom clean condition. Licensor shall be responsible for establishing electric service during the term of this License Agreement for which Licensee shall reimburse Licensor for all costs and expenses related to the electric service during the term of this License Agreement.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence August 20, 2018 and shall expire without further notice to either party to the other on October 2, 2018.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least ten (10) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by five (5) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
Newburgh Community Land Bank
Attn:

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

NEWBURGH COMMUNITY LAND BANK
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

KATHRYN MACK
City Comptroller

RESOLUTION NO. _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING A SIX MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 31 LIBERTY STREET, W.H.
(SECTION 45, BLOCK 7, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 31 Liberty Street, W.H., more accurately described as Section 45, Block 7, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 6, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 6, 2018; and

WHEREAS, Barbara Hamilton, the owner of property located at 31 Liberty Street, W.H. in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Barbara Hamilton be granted a six (6) month extension to rehabilitate the premises known as 31 Liberty Street, W.H. in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before February 13, 2019, that being six (6) months from the date of this Resolution.

RESOLUTION NO. _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING A ONE YEAR EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 28 COURTNEY AVENUE
(SECTION 48, BLOCK 3, LOT 24) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 28 Courtney Avenue, more accurately described as Section 48, Block 3, Lot 24 on the Official Tax Map of the City of Newburgh, by deed dated August 31, 2016; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about February 15, 2018; and

WHEREAS, Archie Logan, the owner of property located at 28 Courtney Avenue in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Archie Logan be granted a one (1) year extension to rehabilitate the premises known as 28 Courtney Avenue in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before August 13, 2019, that being one (1) year from the date of this Resolution.

RESOLUTION NO. _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 120 JOHNSTON STREET
(SECTION 18, BLOCK 10, LOT 1) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 120 Johnston Street, more accurately described as Section 18, Block 10, Lot 1 on the Official Tax Map of the City of Newburgh, by deed dated June 12, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 12, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 120 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 120 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 127 JOHNSTON STREET
(SECTION 18, BLOCK 2, LOT 21) IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey the premises located at 127 Johnston Street, more accurately described as Section 18, Block 2, Lot 21 on the Official Tax Map of the City of Newburgh, by deed dated October 14, 2015; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about April 14, 2016; and

WHEREAS, Mark Epstein, Principal of 120 Johnston Street LLC, the owner of property located at 127 Johnston Street in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that 120 Johnston Street LLC be granted a seven (7) month extension to rehabilitate the premises known as 127 Johnston Street in the City of Newburgh, until March 31, 2019; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before March 31, 2019.

RESOLUTION NO. _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING EXTENSIONS OF TIME TO REHABILITATE
THE PREMISES KNOWN AS 11 LUTHERAN STREET (SECTION 29, BLOCK 9, LOT 8),
41 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 12),
141 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 19) AND
66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)
IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh did convey premises located at 11 Lutheran Street, 41 Lutheran Street, 141 Chambers Street and 66 Johnston Street, more accurately described as Section 29, Block 9, Lot 8, Section 29, Block 3, Lot 12, Section 18, Block 4, Lot 19 and Section 23, Block 7, Lot 21, respectively, on the Official Tax Map of the City of Newburgh, by deeds dated September 23, 2016; and

WHEREAS, said deeds included provisions requiring rehabilitation of the conveyed premises to be completed on or about March 23, 2018; and

WHEREAS, Bentley Meeker of M&N Newburgh Development LLC, the owner of said properties in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitations; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extensions;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Bentley Meeker of M&N Newburgh Development LLC be granted the extensions to rehabilitate the aforementioned premises in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitations must be completed as set forth below with each date being the respective date from the date of this Resolution:

11 Lutheran Street (6 months): on or before February 13, 2019;
41 Lutheran Street (8 months): on or before April 13, 2019;
141 Chambers Street (3 months): on or before November 13, 2018; and
66 Johnston Street (2 months): on or before October 13, 2018.

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MAGALY AGUIRRE
TO THE PREMISES KNOWN AS 20 GROVE STREET
(SECTION 26, BLOCK 8, LOT 10)**

WHEREAS, on January 4, 2017, the City of Newburgh conveyed property located at 20 Grove Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 26, Block 8, Lot 10, to Magaly Aguirre; and

WHEREAS, Ms. Aguirre has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 20 Grove Street, Section 26, Block 8, Lot 10 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated January 4, 2017, from THE CITY OF NEWBURGH to MAGALY AGUIRRE, recorded in the Orange County Clerk's Office on January 25, 2017 in Liber 14171 of Deeds at Page 1548 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF JUDGMENT AND RELEASES OF RESTRICTIVE COVENANTS
AND RIGHT OF RE-ENTRY IN CONNECTION WITH THE SALE OF THE PREMISES
LOCATED AT 48 CITY TERRACE (SECTION 29, BLOCK 5, LOT 38) AND
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39) TO JOSEPH W. ARIANO**

WHEREAS, on May 14, 2018, the City of Newburgh authorized the sale of the premises known as 48 City Terrace (Section 29, Block 5, Lot 38) and 50 City Terrace (Section 29, Block 5, Lot 39) to Joseph W. Ariano; and

WHEREAS, in connection with that sale, a title report revealed an outstanding Judgment against JEMCO LLC, against a prior owner of 50 City Terrace, rendered by the City Court of the City of Newburgh, Index No. HC 2011-787, dated February 2, 2012, in favor of the City of Newburgh in the amount of \$250.00, which Judgment was docketed on March 1, 2012 and the Transcript of Judgment was filed in the Office of the Orange County Clerk on March 16, 2012 in Liber 8117, Page 1395; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated December 17, 2010 and filed in the Office of the Orange County Clerk on December 22, 2010 in Liber 13102, Page 1864 that conveyed 48 City Terrace from the City of Newburgh to Stardust Realty, LLC; and

WHEREAS, the title report further revealed unreleased covenants from a deed dated May 25, 2004 and filed in the Office of the Orange County Clerk on June 7, 2004 in Liber 11520, Page 353 that conveyed 50 City Terrace from the City of Newburgh to JEMCO, LLC; and

WHEREAS, Mr. Ariano, by his attorney, has requested a Release of the aforementioned restrictive covenants and a Satisfaction of the aforementioned Judgment; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction and the attached Releases of Restrictive Covenants.

STATE OF NEW YORK : COUNTY OF ORANGE
CITY COURT : CITY OF NEWBURGH

-----X
THE PEOPLE OF THE STATE OF NEW YORK,

SATISFACTION OF JUDGMENT

Docket No.: HC-2011-787

-against-

JEMCO, LLC
108 South Water Street, unit 4
Newburgh, NY 12550

Defendant.

-----X

WHEREAS, a Judgment was rendered on the 29th day of February, 2012, recovered by the CITY OF NEWBURGH (for the People of the State of New York), against the defendant, JEMCO, LLC, in the above-entitled action for the sum of TWO HUNDRED FIFTY and 00/100 dollars (\$250.00), which judgment was docketed on the 1st day of March, 2012, and duly docketed and entered in the judgment book in the office of the Clerk of the County of Orange on the 16th day of March, 2012 in Liber 8117, Page 1395; and

NOW, Satisfaction of said judgment is hereby authorized and acknowledged, and the Clerk of the County of Orange is hereby authorized and directed to cancel, satisfy, and discharge the same.

Dated: _____, 2018
Newburgh, New York

City of Newburgh

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 48 City Terrace, Section 29, Block 5, Lot 38, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a Deed dated December 17, 2010 from the CITY OF NEWBURGH to STARDUST REALTY, LLC, recorded in the Orange County Clerk's Office on December 22, 2010, in Liber 13102 of Deeds at Page 1864 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN dollars (\$10.00) lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 50 City Terrace, Section 29, Block 5, Lot 39, on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a Deed dated May 25, 2004 from the CITY OF NEWBURGH to JEMCO, LLC, recorded in the Orange County Clerk's Office on June 7, 2004, in Liber 11520 of Deeds at Page 353 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.: _____-2018

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the _____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO SALVATORE RANDAZZO
TO THE PREMISES KNOWN AS 162 FIRST STREET
(SECTION 23, BLOCK 7, LOT 16)**

WHEREAS, on June 12, 1981, the City of Newburgh conveyed property located at 162 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 16, to Salvatore Randazzo; and

WHEREAS, the premises has subsequently been conveyed multiple times; and

WHEREAS, the current owner is in the process of conveying the premises and the buyers, by their attorney, have requested a release of the restrictive covenants contained in the deed to Salvatore Randazzo; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 162 First Street, Section 23, Block 7, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated June 12, 1981, from THE CITY OF NEWBURGH to SALVATORE RANDAZZO, recorded in the Orange County Clerk's Office on December 10, 1981, in Liber 2211 of Deeds at Page 447 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RECORD & RETURN TO:

RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO 144 TERCERA CORP.
TO THE PREMISES KNOWN AS 130 THIRD STREET
(SECTION 18, BLOCK 9, LOT 13)**

WHEREAS, on November 4, 2016, the City of Newburgh conveyed property located at 130 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 9, Lot 13, to 144 Tercera Corp.; and

WHEREAS, Mr. Gibbons, President of 144 Tercera Corp., has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 130 Third Street, Section 18, Block 9, Lot 13 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated November 4, 2016, from THE CITY OF NEWBURGH to 144 TERCERA CORP., recorded in the Orange County Clerk's Office on November 28, 2016, in Liber 14142 of Deeds at Page 1464 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____ -2018

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

FROM: William F. Horton, Assistant Fire Chief/Building Inspector

MEETING DATE: June 20, 2018 |

SUBJECT: 130 Third Street, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 130 Third Street owned by James A Gibbons of 144 Tercera Corp., I conducted an inspection of the property on 6/28/2018 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits.

There is a valid Certificate of Occupancy on file dated 5/21/2018 for a Three Family Dwelling.

Thank you.





RESOLUTION NO.: _____-2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO MALINA NEALIS
TO THE PREMISES KNOWN AS 152 THIRD STREET
(SECTION 18, BLOCK 10, LOT 9)**

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 152 Third Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 10, Lot 9, to Malina Nealis; and

WHEREAS, the attorney for Ms. Nealis has requested a release of the restrictive covenants contained in said deed in order to facilitate a sale of said property to a third party; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 152 Third Street, Section 18, Block 10, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 5, 2002, from THE CITY OF NEWBURGH to MALINA NEALIS, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11005 of Deeds at Page 769 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: _____-2018

STATE OF NEW YORK)
)ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM ELIZABETH OBIE TO THE CITY OF NEWBURGH AND AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT 121 THIRD STREET (SECTION 23, BLOCK 4, LOT 3)

WHEREAS, the City of Newburgh ("City") issued a mortgage to Elizabeth Obie in the principal sum of \$5,500.00 for premises located at 121 Third Street (Section 23, Block 4, Lot 3) ("Premises"), dated September 6, 2013, and recorded in the Orange County Clerk's Office on September 24, 2013, in Liber 13652 of Deeds at Page 1446; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 5 years from the issuance of the mortgage; and

WHEREAS, Ms. Obie sold the Premises on or about July 30, 2018, said date being within 5 years from the date of the issuance of the mortgage; and

WHEREAS, the attorney for Ms. Obie has requested settlement of the mortgage in the amount of \$1,100.00, said amount being twenty percent (20%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Elizabeth Obie in the principal sum of \$5,500.00 is hereby settled in the amount of \$1,100.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of September 6, 2013, made by Elizabeth Obie to the City of Newburgh, given to secure payment of the principal sum of \$5,500.00, and duly recorded in the office of the Orange County Clerk's Office on September 24, 2013, in Liber 13652, Page 1446; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

Two thousand thirteen
THIS BOND AND MORTGAGE, made the 6th day of September, ~~nineteen hundred and~~
BETWEEN

Elizabeth Obie having an address of 121 Third Street, Newburgh, NY

herein referred to as the mortgagor,

and the City of Newburgh, existing under the laws of the State of
New York with its principal office for the transaction of
business located at 83 Broadway, City of Newburgh, Orange County,
New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Five Thousand Five Hundred----- (\$ 5,500.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-80% of the amount
c) If within 3 years from the date of this instrument-60% of the amount
d) If within 4 years from the date of this instrument-40% of the amount
e) If within 5 years from the date of this instrument-20% of the amount
f) After 5 years from the date of this instrument, if the mortgagor has
otherwise complied with the terms hereof and has not sold, conveyed, loan
herein shall become a grant and there shall be no obligation on the mortgagor
to pay any part thereof...such percentage amount to be immediately due and
payable within 5 years from the date of this instrument, upon the earliest
to occur of the following events:

- i) Default under term and condition of this bond and mortgage
- ii) Sale or other conveyance of the mortgaged premises to a person
other than a named mortgagor herein; and
- iii) No mortgagor in domicile at the mortgaged premises

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

That certain plot, piece or parcel of land, with the building and
improvements thereon erected, situate, lying and be in the
City of Newburgh, County of Orange, and State of New York and
described as follows:

SECTION 23 BLOCK 4 LOT 3

on the official tax map of the City of Newburgh.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A MORTGAGE FROM
LLOYD G. SANDIFORD AND JENNIFER E. LOEB TO THE CITY OF NEWBURGH AND
AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF
MORTGAGE IN CONNECTION WITH THE PREMISES LOCATED AT
33 CHAMBERS STREET (SECTION 30, BLOCK 4, LOT 17)**

WHEREAS, the City of Newburgh ("City") issued a mortgage to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of \$20,300.00 for premises located at 33 Chambers Street (Section 30, Block 4, Lot 17) ("Premises"), dated December 7, 2011, and recorded in the Orange County Clerk's Office on February 16, 2012, in Liber 13292 of Deeds at Page 262; and

WHEREAS, said mortgage converted into a grant over a period of time provided that, among other things, the owner did not sell, convey, or transfer title to the Premises within 10 years from the issuance of the mortgage; and

WHEREAS, the attorney for Mr. Sandiford and Ms. Loeb has requested settlement of the mortgage in the amount of \$10,150.00, said amount being fifty percent (50%) of the amount of the original mortgage; and

WHEREAS, this Council has determined that settling the mortgage for said amount and issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the mortgage issued by the City to Lloyd G. Sandiford and Jennifer E. Loeb in the principal sum of \$20,300.00 is hereby settled in the amount of \$10,150.00, and the City Manager is hereby authorized to execute the attached Satisfaction in connection with said mortgage.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of December 7, 2011, made by Lloyd G. Sandiford and Jennifer E. Loeb to the City of Newburgh, given to secure payment of the principal sum of \$20,300.00, and duly recorded in the office of the Orange County Clerk's Office on February 16, 2012, in Liber 13292, Page 262; and

which Mortgage has not been further assigned of record.

Dated: August ____, 2018

THE CITY OF NEWBURGH

By: _____
Michael G. Ciaravino, City Manager
Pursuant to Res. No.: ____-2018

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

MORTGAGE SCHEDULE

Title# SUN18-O-802

Mortgage 1 of 1

MORTGAGEE	Lloyd G. Sandiford and Jennifer E. Loeb
MORTGAGOR	City of Newburgh
DATED	12/7/11
RECORDED	2/16/12
AMOUNT	\$20,300.00
LIBER	13292
PAGE	262

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

TYPE IN BLACK INK:

NAME(S) OF PARTY(S) TO DOCUMENT

*Lloyd G. Santjard
Jennifer E. Reeb*
TO
City of Newburgh

SECTION 30 BLOCK 4 LOT 17

RECORD AND RETURN TO:
(name and address)

*City of Newburgh
Department of Planning & Development
City Hall - 89 Broadway
Newburgh, NY 12550*



THIS IS PAGE ONE OF THE RECORDING

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☐ MORTGAGE ☒ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)
2001 WASHINGTONVILLE (VLG)
2289 CHESTER (TN)
2201 CHESTER (VLG)
2489 CORNWALL (TN)
2401 CORNWALL (VLG)
2600 CRAWFORD (TN)
2800 DEERPARK (TN)
3089 GOSHEN (TN)
3001 GOSHEN (VLG)
3003 FLORIDA (VLG)
3005 CHESTER (VLG)
3200 GREENVILLE (TN)
3489 HAMPTONBURGH (TN)
3401 MAYBROOK (VLG)
3689 HIGHLANDS (TN)
3601 HIGHLAND FALLS (VLG)
3889 MINISINK (TN)
3801 UNIONVILLE (VLG)
4089 MONROE (TN)
4001 MONROE (VLG)
4003 HARRIMAN (VLG)
4005 KIRYAS JOEL (VLG)

4289 MONTGOMERY (TN)
4201 MAYBROOK (VLG)
4203 MONTGOMERY (VLG)
4205 WALDEN (VLG)
4489 MOUNT HOPE (TN)
4401 OTISVILLE (VLG)
4600 NEWBURGH (TN)
4800 NEW WINDSOR (TN)
5089 TUXEDO (TN)
5001 TUXEDO PARK (VLG)
5200 WALKILL (TN)
5489 WARWICK (TN)
5401 FLORIDA (VLG)
5403 GREENWOOD LAKE (VLG)
5405 WARWICK (VLG)
5600 WAWAYANDA (TN)
5889 WOODBURY (TN)
5801 HARRIMAN (VLG)

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO PAGES 6 CROSS REF.
CERT. COPY ☐ ADD'L X-REF.
MAIN# ☐ PGS.

PAYMENT TYPE: CHECK ☐
CASH ☐
CHANGE ☒
NO FEE ☐

Taxable
CONSIDERATION \$ ☐
TAX EXEMPT ☐
Taxable
MORTGAGE AMT. \$ 20,300
DATE ☐

MORTGAGE TAX TYPE:

(A) COMMERCIAL/FULL 1%
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(D) EXEMPT
(E) 3 TO 6 UNITS
(F) NAT. PERSON/CR. UNION
(G) NAT. PER-CR. UN/1 OR 2
(H) CONDO

Donna L. Benson
DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM: *Newburgh*

RECORDED/FILED
02/16/2012/ 14:33:44
County Clerk
DONNA L. BENSON
ORANGE COUNTY, NY
FILE # 20120016254
MORT/BK 13292 PG 0262
SER# DC007204 MTAX 0.00
BASIC 0.00
MTA 0.00
SPECIAL 0.00
SPECIAL ASST 0.00
RECORDING FEES 70.00
Receipt#1414052 dab



Two Thousand and Eleven

THIS BOND AND MORTGAGE, made the 7th day of December, nineteen hundred and
BETWEEN Lloyd G Sandiford and Jennifer E Loeb, residing at 33 Chambers
Street, Newburgh, NY 12550

herein referred to as the mortgagor,

and City of Newburgh, existing under the laws of the state of New York
with its principal office for the transaction of business located at
83 Broadway, City of Newburgh, Orange County, New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
Twenty Thousand Three Hundred and 00/100----- (\$20,300.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

As follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-90% of the amount
- c) If within 3 years from the date of this instrument-80% of this amount
- d) If within 4 years from the date of this instrument-70% of the amount
- e) If within 5 years from this date of this instrument-60% of the amount
- f) If within 6 years from this date of this instrument-50% of the amount
- g) If within 7 years from this date of this instrument-40% of the amount
- h) If within 8 years from this date of this instrument-30% of the amount
- i) If within 9 years from this date of this instrument-20% of the amount
- j) If within 10 years from this date of this instrument-10% of the amount
- k) After 10 years from date of this instrument, if the mortgagor has
otherwise complied with the terms hereof and has not sold, conveyed, loan
herein shall become a grant and there shall be no obligation on the
mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

that certain plot, piece or parcel of land, with the building and improvements
thereon erected, situate, lying and being in the City of Newburgh, County of
Orange, and State of New York and described as follows:

Section 36, Block 4, Lot 17 on the Official Tax Map of the City of Newburgh.

33 Chambers Street
S/30, B/4, L/17

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
DENZIL ALEXANDER AND CELESTINE ALEXANDER AND PADDY M. ALEXANDER
FOR PREMISES LOCATED AT 14 PALATINE AVENUE
(SECTION 13, BLOCK 4, LOT 14)**

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Denzil Alexander, Celestine Alexander and Paddy M. Alexander in the principal sum of \$5,000.00 for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14), dated June 30, 1993, and recorded in the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

WHEREAS, the mortgage was fully paid on April 3, 2009 and the mortgagors are entitled to a discharge of record; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Denzil Alexander, Celestine Alexander and Paddy M. Alexander for premises located at 14 Palatine Avenue (Section 13, Block 4, Lot 14).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 30, 1993, made Denzil Alexander, Celestine Alexander and Paddy M. Alexander to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$5,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 6, 1993, in Liber 4751 of Deeds at Page 117; and

which mortgage has not been further assigned of record.

Dated: August _____, 2018

CITY OF NEWBURGH

By: Michael Ciaravino, City Manager
Pursuant to Resolution No.:

STATE OF NEW YORK)
) ss.:
COUNTY OF ORANGE)

On the _____ day of August, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

File Edit Query Record Field Window Help



QUERY ONLY MODE

Year:	2009	Period:	4	Trans Date:	04/03/2009	Status:	Posted
Roll Type:	GR	GENERAL RECEIPTS		Batch No:	MAR	#	
Entered By:	MARY	04/03/2009	Trans No:	24188	Source:		
Description:	LOAN PAYMENT, DENZIL ALEXANDER, ACT. #722, CHECK RECEIVED FROM FRISONI & HELLER, ATTORNEYS					Template Reverse	
Attachments							

Receipt Type	Description	Amount	GL
CD03900010	ALEXANDER,DENZIL	6,128.91	*
CD2402	INTEREST INCOME - NOTES RECVB	2,421.96	*

Payor Name:	LOAN PMT - D ALEXANDER	Subtotal:	8,550.87	Payment Breakdown
Customer:	Address	Tax:	0.00	Pay Type: CHECK
Reference:		Total:	8,550.87	Check/Ref No: 2017
Receipt Printer:	HP4200-AP	Amt Paid:	8,550.87	Receipt No: 21257
		Change:	0.00	— Select —

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE

PRINT OR TYPE BLACK INK ONLY

DENZIL ALEXANDER and
CELESTINE ALEXANDER and
PADDY M. ALEXANDER

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

SECTION 13 BLOCK 4 LOT 14

RECORD AND RETURN TO:
(Name and Address)

COMMUNITY DEVELOPMENT
CITY HALL, 83 BROADWAY
NEWBURGH, N.Y. 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 8398 DATE 6-30-93 AFFIDAVIT FILED 19INSTRUMENT TYPE: DEED MORTGAGE SATISFACTION ✓ ASSIGNMENT OTHER

BG20 Blooming Grove ✓ SERIAL NO. CK3184
CH22 Chesler ✓ Mortgage Amount \$ 5,000.00 CHECK ✓ CASH ✓ CHARGE ✓
CO24 Cornwall ✓
CR26 Crawford ✓ Exempt Yes ✓ No ✓ MORTGAGE TAX \$ Exempt
DP20 Deepark ✓ 3-6 Cooking Units Yes ✓ No ✓ TRANSFER TAX \$ ✓
GO30 Goshen ✓ Received Tax on above Mortgage
GH32 Greenville ✓ Basic \$ ✓ ED. FUND \$ 6.00
HA34 Hamptonburgh ✓ MTA \$ ✓ RECORD. FEE \$ 17-
HI36 Highlands ✓ Spec. Add. \$ ✓ REPORT FORMS \$ ✓
MK38 Minerva ✓ TOTAL \$ ✓ CERT. COPIES \$ ✓
ME40 Monroe ✓
MY42 Montgomery ✓
MH44 Mount Hope ✓
NT46 Newburgh (T) ✓
NW46 New Windsor ✓
TU60 Tuxedo ✓
WL62 Walkkill ✓
WR64 Warwick ✓
WA66 Wawayanda ✓
WO68 Woodbury ✓
MO69 Middletown ✓
NC11 Newburgh ✓
PJ13 Port Jervis ✓
9999 Hold ✓

MARION S. MURPHY
Orange County Clerk

by: MR. L

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on JUL 8 1993at 301 O'clock 2 P.M.In Liber/Film 4751 MTAat page 117 and examined.Marion S. Murphy

County Clerk

RECEIVED

\$ ✓

REAL ESTATE

TRANSFER TAX

ORANGE COUNTY

GOSHEN SEARCHERS INC.
20 SCOTCHTOWN AVENUE
GOSHEN, NEW YORK 10924
POLICE WRITING AGENT FOR
TRW Title Insurance of New York Inc.
OFFICE: 914-294-5110
COUNTY BUILDING: 914-294-5913
NEWBURGH TIE LINE: 914-294-5150
FAX 914-294-9581

LIBER 4751 PAGE 117

ORG 07/06/93 03:01:28 32360 17.00
***** EDUCATION FUND: 5.00 *****
MORTGAGE CNTL NO: 8398 .00 *
***** SERIAL NUMBER: CK003184 *****

M 69-Statutory Form MN.
Bond and Mortgage, with additional clauses.
Individual or Corporation.

JULIUS BLUMBERG, INC. LAW BLANK PURCHASERS

606905

THIS BOND AND MORTGAGE, made the 20th day of June, nineteen hundred and ninety-three

BETWEEN Denzil Alexander and Celestine Alexander and Paddy M. Alexander
715 St. Marks Ave., Apt. 2D
Brooklyn, NY 10216

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public corporate body established under the laws of the State of New York, having its principal office at 83 Broadway City of Newburgh, Orange County, State of New York.

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of Five thousand dollars (\$5,000.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

and to repay the interest on the unpaid amount of this instrument from the date hereof, at the rate of 6% per centum per annum until paid. Both the principal and interest on this instrument are payable on the first day of each month in 60 monthly installments, commencing with a payment of \$112.13 on the first day of July 1998 to the mortgagor and a like sum of \$112.13 on the first day of each and every month thereafter for 59 months when the entire balance of principal remaining due thereon shall become due and payable on July, 2003.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

ALL that certain place or parcel of land lying, situate and being in the City of Newburgh, County of Orange and State of New York, known and designated as Lot No. R14 and shown on a map titled, "Map of Portion of Englewood" dated April 1958, revised June 1959 and filed in Orange County Clerk's Office on 12 July 1959 as Map No. 1806 and being more particularly described as follows:

south

BEGINNING at a point at the northeasterly intersection of the easterly line of Kennedy Place with the northerly line of Palantine Avenue; and running thence, along the said line of Kennedy Place, N 46° - 06' E 101.41' to a point at the corner of Lot No's R9 and said R14; thence leaving said line and along the division line of Lot No's R9, R10 and R14, S 53° - 27' E 108.32' to a point at the corner of Lot No's R14 and R15; thence along the division line of said Lot No's R14 and R15, S 36° - 33' W 100.0' to a point on the northerly line of aforesaid Palantine Avenue; thence along said line, N 53° - 27' W 125.15' to the point or place of beginning.

BEING the same premises described in that certain deed dated September 20, 1989 made by Orange Trading Realty Corp. to Andrew J. Damiano and Catherine L. E. Damiano, which was recorded in the Orange County Clerk's Office on September 22, 1989 in Liber 3192 of Deeds at page 39.

Section
Block
Lot

14 Palantine Ave.
a.k.a 11 Palantine Ave.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, arials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee; after default in the payment of any installment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as heretofore provided in paragraph No. 2 hereof.

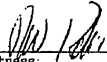
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

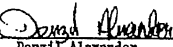
If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:


Witness


Denzil Alexander

LIBR 4751 PAGE 120


Celestine Alexander


PADDY M. ALEXANDER

STATE OF NEW YORK
COUNTY OF Orange

On the 30th day of June 19 93,
before me came Denzil Alexander

and Paddy M. Alexander;
to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that they executed
the same.

[Signature]

ROBERT W. KELSO
Notary Public, Orange County
Reg. No. 4820083
My Comm. Expires Dec. 31, 1994

STATE OF NEW YORK
COUNTY OF

On this day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and say
that he resides at No.

; that he is the

of
the corporation described in and which executed, the foregoing instru-
ment; that he knows the seal of said corporation; that the seal
affixed to said instrument is such corporate seal; that it was so affixed
by order of the Board of
of said corporation; and that he signed his name thereto by
like order.

STATE OF NEW YORK
COUNTY OF Orange

On the 30th day of June 19 93,
before me came Celestine Alexander

to me known to be the individual described in, and who executed
the foregoing instrument, and acknowledged that she executed
the same.

[Signature]

ROBERT W. KELSO
Notary Public, Orange County
Reg. No. 4820083
My Comm. Expires Dec. 31, 1994

STATE OF NEW YORK
COUNTY OF

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at

in , that he knows
to be the individual described in, and who executed, the foregoing
instrument; that he, said subscribing witness, was present and saw
execute the same; and that he, said witness, at the
same time subscribed his name as witness thereto.

LIBR 4751 PAGE 121

No. _____
Denzil Alexander and
Celestine Alexander
and Paddy M. Alexander
TO
Newburgh Community Development
Agency
Bond and Mortgage
Dated, June , 1993
Amount, \$ _____
Due, _____, 19 ____
Int. Payable _____
The land affected by the within instrument lies
in _____
Record and return to
Community Development
City Hall, 83 Broadway
Newburgh, NY 12550

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-LOCAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION
WITH THE 2017 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM**

WHEREAS, the County of Orange ("County") has been awarded \$34,087.00 under the 2017 Byrne Justice Assistance Grant ("JAG") Program; and

WHEREAS, the County will act as the fiscal agent and distribute funds to the participating municipalities for their individual projects which is necessary to provide critical communication to police units in the field and to improve on police efforts in the community; and

WHEREAS, the County has agreed to set aside \$17,020.00 from the 2017 Local JAG Award - 2017-H2330-NY-DJ for the City of Newburgh with no City match required for the purchase of body camera clips, laptops with printers, computer server, crime scene camera with scene tent and crime prevention/education materials; and

WHEREAS, this Council has determined that authorizing City Manager to execute the annexed Inter-Local Agreement is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an inter-local agreement between the County of Orange and the City of Newburgh in connection with the 2017 Byrne Justice Assistance Grant Program Award to receive funds through the County of Orange under the terms of said program (the "Grant") and under the terms and conditions of the agreement, a copy of which is attached hereto, for various important law enforcement functions for the City of Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A SFY 2018-2019 NEW YORK STATE SENATE INITIATIVE GRANT
FROM SENATOR WILLIAM LARKIN IN THE AMOUNT OF \$100,000.00
WITH NO CITY MATCH FOR POLICE-COMMUNITY RELATIONS**

WHEREAS, the City of Newburgh received a Grant Award through the New York State Department of Criminal Justice Services in the amount of \$100,000.00 from Senator Larkin under the SFY 2018-2019 New York State Senate Initiative; and

WHEREAS, the City of Newburgh will use the funding for police-community relations by supporting overtime and supplies for police-community events throughout the City; and

WHEREAS, such funding requires no City match; and

WHEREAS, this Council has determined that applying for such grant and accepting if awarded is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to accept a SFY 2018-2019 New York State Initiative Grant from Senator William Larkin in the amount of \$100,000.00 with no City match required for police-community relations, with the appreciation and thanks of the City of Newburgh; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AMENDMENT NO. 2 TO THE AGREEMENT WITH THE NEW YORK STATE
DEPARTMENT OF ENVIRONMENTAL CONSERVATION TO EXTEND THE TERM OF
THE AGREEMENT FOR REIMBURSEMENT OF THE COST OF
WATER PURCHASED FROM THE NEW YORK CITY CATSKILL AQUEDUCT**

WHEREAS, perfluorooctane sulfonic acid (PFOS) has been detected in the City of Newburgh's water supply at levels in excess of the Environmental Protection Agency's recently released lifetime health advisory level; and

WHEREAS, there is a need to provide a temporary alternate source of drinking water to residents of the City of Newburgh, which has access to New York City's Catskill Aqueduct as a backup source of drinking water; and

WHEREAS, by Resolution No. 204-2016 of August 8, 2016, the City Council of the City of Newburgh authorized the City Manager to enter a Contract with the New York State Department of Environmental Conservation (the "Contract") for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct; and

WHEREAS by Resolution No. 326-2017 of November 27, 2017, the City Council authorized Amendment No. 1 to the Contract because the need for the temporary alternate source of drinking water was anticipated to extend past the original end date of the Contract; and

WHEREAS, the need to for the temporary alternate source of drinking water is anticipated to extend past the amended end date of Amendment No. 1 to the Contract and the City Council of the City of Newburgh has determined that further extending the term of Contract with the Department of Environmental Conservation for reimbursement of the costs associated with providing a temporary alternate source of drinking water to City residents through the New York City Catskill Aqueduct is in the best interest of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter Amendment No. 2 to the Contract with the New York State Department of Environmental Conservation to further extend the term of the Contract for reimbursement for the actual cost of water purchased from the New York City Catskill Aqueduct.

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

CONTRACT AMENDMENT
between
STATE OF NEW YORK DEPARTMENT OF ENVIRONMENTAL CONSERVATION
and
CITY OF NEWBURGH

THIS AMENDMENT, entered into by and between the State of New York Department of Environmental Conservation (hereinafter referred to as the Department), having offices at 625 Broadway, Albany, New York 12233, and City of Newburgh (hereinafter referred to as the Newburgh), with offices at 83 Broadway, Newburgh, New York 12550 is hereby attached to and becomes incorporated into the above referenced contract.

WITNESSETH:

WHEREAS, the parties entered into a prior Contract which was duly assigned Contract Number C010219 (and amended on January 31, 2017) which said Contract the parties now desire to amend and extend;

WHEREAS, both parties originally agreed the Department would reimburse Newburgh for the costs of temporary alternative sources of drinking water for the residents of Newburgh; and

WHEREAS, the need for the temporary alternate source of drinking water will extend past the previously amended end date of the Contract; and

WHEREAS, the Contract provides for extending the Contract in Article 3: Term.

NOW THEREFORE, the parties hereto agree as follows:

1. Article 3 is revised by extending the end date of the Contract to October 31, 2019.
2. All other terms and conditions of Contract # C010219, as amended will remain in full force and effect.

SIGNATURE PAGE

BUSINESS UNIT: DEC01
DEPARTMENT ID: 3350000

CONTRACT NO. C010219
AMENDMENT NO. 2

Department Certification "In addition to the acceptance of this Contract Amendment, I also certify that original copies of this signature page will be attached to all other exact copies of the subject Contract."

CONTRACTOR SIGNATURE	DEPARTMENT SIGNATURE
By:	By:
Print Name:	Print Name:
Title:	Title:
Dated:	Dated:

Contractor Acknowledgement
State of _____)
_____) ss.:
County of _____)
On the _____ day of _____ in the year _____, before me, the undersigned notary public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.
_____ Notary Public

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
	Approved: Thomas P. DiNapoli State Comptroller
Dated:	Dated:

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH BEST RESOURCE CENTER, INC.
TO PROVIDE WORKFORCE DEVELOPMENT EMPLOYMENT OPPORTUNITIES
FOR CITY YOUTH IN THE DEPARTMENT OF PUBLIC WORKS
FOR THE SUMMER OF 2018**

WHEREAS, Best Resource Center, Inc. has been awarded a County of Orange Workforce Development Grant to provide work opportunities for City of Newburgh youth ages 18 to 24; and

WHEREAS, the City of Newburgh has expressed an interest in accepting a maximum of 8 individuals for employment opportunities in the Department of Public Works; and

WHEREAS, this Council finds that entering into an agreement with Best Resource Center, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with Best Resource Center in order to provide employment opportunities for City of Newburgh youth ages 18 to 24 in connection with a County of Orange Workforce Development Grant for the Summer of 2018.

LETTER OF AGREEMENT
BETWEEN
BEST RESOURCE CENTER, INC.
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

Best Resource Center, Inc. and The City of Newburgh will combine their resources to provide summer employment opportunities for City of Newburgh youth aged 18 to 24 funded through an Orange County Workforce Development Grant. The program will begin on or about _____, 2018 and will terminate, under the Grant, on or before _____, 2018.

Best Resources will:

1. Provide up to eight (8) City of Newburgh residents between the ages of 18 and 24 capable of performing outside work;
2. Monitor the participants at the worksite;
3. Pay the compensation to the participants and maintain all earnings and taxes records as required; and
4. Maintain workers compensation coverage for the participants;

The City of Newburgh will:

1. Provide jobs for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants

Best Resources and the City of Newburgh will:

1. Comply with the terms of the County of Orange Workforce Development grant;
2. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
3. No participants shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.

Vera Best
Best Resource Center, Inc.

Michael G. Ciaravino
City Manager
Per Res. No.

RESOLUTION NO.: _____ - 2018

OF

AUGUST 13, 2018

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND
STRATEGIC ENFORCEMENT PHASE II GRANT FROM
ENTERPRISE COMMUNITY PARTNERS, INC.
FOR TECHNICAL ASSISTANCE TO FACILITATE CAPACITY BUILDING
IN CODE ENFORCEMENT STRATEGIES THROUGH
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL**

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase One grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, the City of Newburgh is eligible to apply for a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for two-year long, intensive organizational development process focused on building the capacity of municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management, and community engagement support, with \$50,000.00 to support the process; and

WHEREAS, participating cities will develop new practices to address problem properties and code enforcement challenges in the municipality and will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach; and

WHEREAS, cities will have the opportunity to apply for an innovation grant to develop and implement these changes and throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach;

WHEREAS, this Council has determined that making such application and accepting such grant if awarded is in the best interests of the City of Newburgh and its further development; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

*Cities for Responsible Investment and Strategic
Enforcement (Cities RISE)
Phase II*

**Request for Applications
2018 – 2020**



CITIES RISE – PHASE TWO
REQUEST FOR APPLICATIONS (“RFA”)

Application Submission and Due Dates: The applicant is responsible for ensuring completion by 11:59pm EST on August 3rd, 2018. All applications should be submitted electronically through [SlideRoom](#). Please do not email any part of the application; only what is submitted through SlideRoom will be considered part of the application. The projected date for notice of awards for this Request for Applications (RFA) is September 5th, with awardees required to countersign and return required documentation by October 1st. Enterprise Community Partners, Inc. (Enterprise) in its discretion may extend the application deadline.

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1. RFA INFORMATION

I. Background

Municipalities in New York State face a number of pervasive challenges related to problem properties and supporting housing quality standards for occupied properties. Vacant and blighted properties, tax delinquencies, and noncompliant landlords have had a negative impact on communities by reducing quality of life for their residents, creating physical hazards, public health problems or public nuisances, lowering surrounding property values, and, when properties are abandoned, leaving neighbors feeling unsafe, neglected and disempowered. The housing crisis has compounded these challenges, leaving under-resourced municipalities scrambling to effectively address housing problems and community concerns, including strategically and equitably deploying code enforcement which can disproportionately affect low-income communities. In the face of budget constraints, municipalities are tasked with doing more with less to address these housing challenges.

Cities RISE is equipping municipalities with tools and techniques to better diagnose these problems, create more effective and efficient interventions and programs, and improve systems and processes to foster innovation and leverage resources to make a positive, equitable impact on their communities.

Currently, Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) is providing 16 New York State municipalities with easy-to-use technology that coordinates, maps, and analyzes disparate sources of data with the goal of facilitating effective, equitable strategies to spur housing and community revitalization.

Phase I of Cities RISE provided technology and consulting support to empower local governments to make improvements in data integration and analytics as well as in equitable policy and practices.

Phase II is a two-year long, intensive organizational development process focused on building the capacity of up to 10 municipalities to make significant progress in their code enforcement strategies through data-driven innovations, change management and community engagement support. Participating cities will develop new practices (e.g. improvements to operations, policy changes, innovative programs) to address problem properties and code enforcement challenges in the municipality. They will work with multiple stakeholders in the community and in their own organization to generate input and feedback to inform the development of a new and better approach. Finally, cities will have the opportunity to apply for an innovation grant to develop and implement these changes. Throughout the two years of the program, participating cities will receive support to diagnose their code enforcement challenges, identify opportunities for innovation, navigate the obstacles change, and plan, implement and evaluate the effectiveness of the new approach.

The goal of Phase II of the program is to enable and support participants in the development and implementation of new approaches to problem properties and code enforcement challenges that produce positive social outcomes, including:

- Fewer problem properties and fewer at-risk properties
- Higher code compliance rates
- Safer, healthier, higher quality living conditions for residents
- Greater sense of belonging, ownership and empowerment in neighborhoods

- More efficient operations and reduced cost of interventions
- Increased tax collection and payment of utility bills

In addition to the development of a more effective, efficient and equitable enforcement strategy, Phase II participants will benefit from leadership development at multiple levels of the municipality, modernization of organizational infrastructure, increased civic engagement and improved relationships with the community. The ten cities will be part of a community of practice and engage in deep learning from their own experimentation, from each other, and from the consultants, coaches and faculty.

Innovations that municipalities could explore through Phase II include, but are not limited to: deepening data use to detect early stage code issues; conducting joint inspections by multiple departments, and; using behavioral insights to address non-compliant absentee landlords. The nature, size, causes and consequences of the problem vary from municipality to municipality, and there is not one recipe for success. Phase II will help each municipality assess its own situation and develop or adopt solutions that match its specific challenges.

Cities Rise Phase II will require the participation and full commitment of the Chief Executive (mayor, municipal manager or town administrator) of the municipality as well as participation of all key stakeholders involved in code enforcement, defined broadly. The program has three contributing support teams: Harvard University's John F. Kennedy School of Government (Harvard), the Hester Street Collaborative (Hester Street), and Tolemi. They will offer cities a well-integrated program of support with streamlined communications and a clear path of action.

Cities are expected to make this innovation process a priority, set ambitious, but realistic goals and designate a well-positioned official as project lead.

This Request for Applications (RFA) seeks applicants for Phase II of Cities RISE. The funding for this program was recovered by the Office of the New York State Attorney General as the result of bank settlements related to the housing crisis.

This RFA is for Phase II of the program. Only municipalities currently participating in Phase I are eligible to apply for this RFA.

II. Program Structure

Phase II will be comprised of three integrated and coordinated components:

- **Learning, Experimentation and Change Management.** Tolemi and Harvard will work together to provide municipalities with technical support, advice and training to leverage data and evidence in operational work and policy-making. Over the first six months of the program, municipalities will review their current practice, articulate their strategic goals, and identify opportunities for improvement and innovation. This work builds on the work done, lessons learned, and data collected in Phase I and helps the cities prepare for an Executive Education Program at Harvard in the spring of 2019.

Full participation in the two-and-a-half day residential leadership training at Harvard University (Cambridge, Massachusetts) is required. This custom-designed, practice-oriented and highly engaging and interactive workshop for mayors/municipal managers and their taskforces/departments heads has three purposes:

1. Educating participants about data-driven interventions and evidence-based policy, strategic code enforcement and preventative approaches, cross-silo and cross-sector collaboration, and performance leadership.
2. Team building for participating municipalities: municipal delegations will bond, learn and strategize together and leave inspired and with more focus, alignment and sense of common purpose.
3. Preparing for innovation in practice: participants will build on an intensive community engagement process (see below) to refine practices they would like to implement, identify key challenges and obstacles, and commit to experimentation and learning.

In the 18 months following the executive education program, Harvard and Tolemi will continue to support municipalities in their efforts to develop, implement and evaluate new, data-driven interventions to identify and deal with problem properties. Harvard will also offer individual support to municipalities in navigating barriers to innovation and organizational change, monitor progress and facilitate learning among the participating cities. Throughout the 24 months Harvard will help cities learn from their own data and experiments as well as from each other through in person visits, conference calls, the executive program and academic and practice-oriented publications that document the lessons learnt.

The executive education program requires participation from 4-5 senior staff, including the mayor or executive of each participating municipality. A senior staff member with the mandate to coordinate across departmental boundaries on the mayor's / executive's authority must commit to be the contact person for the Cities RISE program partners on an ongoing basis, including hosting site visits and participating in monthly calls.

- **Civic Engagement and Innovation:** Participating municipalities will work closely with Hester Street to meaningfully engage local stakeholders in the process of developing and implementing innovative and equitable code enforcement strategies, with emphasis on reaching traditionally underrepresented and marginalized populations such as low-income communities, communities color, recent immigrants, undocumented persons, families with young children and seniors.

Each participant will receive technical assistance from Hester Street to manage a 6-month engagement process that includes: a) gathering input and understanding of community priorities b) collectively generating potential solutions to advance equitable code enforcement and c) soliciting community input on potential projects that can be piloted or advanced through the Innovation and Implementation Grant process.

Hester Street will advise and provide training, and one-on-one support to each municipality to: structure a feasible and effective community engagement process; strengthen and deepen community partnerships; support meaningful and inclusive engagement of local stakeholders; build the collaborative capacity of municipal agencies and key stakeholders, and; equip grantees with the engagement, planning and evaluation tools they need to develop creative, implementable programs that are responsive to diverse community needs.

Each municipality will be expected to regularly engage a variety of local stakeholders throughout the project – from key community-based organizations to business owners to the public at large. Engagement strategy and structure will vary by municipality; however, the expectation is that grantees commit to an intensive and authentic

engagement process. That process could include, for example, monthly meetings with a previously convened government/community advisory board, an online survey, 2 large-scale public meetings and 3 population or issue-specific focus groups.

The goals of the engagement are to:

1. Get a deeper understanding of and community perspective on the particular problems regarding problem properties and code enforcement in the neighborhoods.
2. Get input, advice and ideas with regards to how current government interventions, operations, communications, programs, policies and ordinances might be improved
3. Build support for the new, innovative approach that the city will develop to address the problem, including the innovations that the city seeks to include in the Innovation and Implementation Grant proposal;
4. Increase civic engagement; improve municipality/community relations, paving the way for new and stronger government/community partnerships; increase transparency and accountability, and; develop the skills and structures for future government-led community engagement and collaboration.

Innovation and Implementation Grants: At the outset of Phase II, each participating municipality will receive a \$50,000 grant to fund a portion of staff time to implement the program and will additionally receive funding to compensate community participants.

During the course of Phase II, municipalities will leverage the Tolemi platform, the Harvard support and the Hester Street community engagement process to develop a code enforcement strategy eligible for an innovation grant of between \$500,000 and \$1,000,000. Innovation grants can be used to implement or pilot aspects of strategic and equitable code enforcement such as experimenting with data-driven, risk-based inspection schedules, building capacity to undertake joint inspections, build better links between enforcement activities and human services, strengthening cross-sector code enforcement partnerships, and engaging in other proactive and community driven code enforcement projects. Requests for grant funds must be undertaken collaboratively with community stakeholders.

III. Performance Requirements

Municipalities receiving a Phase II award will be expected to:

1. Ensure the participation of the mayor, municipal manager or administrator and up to five municipal leaders in the Executive Education session at Harvard.
2. Dedicate the time of at least one senior-level municipal representative (e.g. senior advisor to the mayor, department head, chief of staff, chair of the problem property taskforce) to actively coordinate all efforts and communications for a period of 24 months. This will take approximately 10 hours of this person's time if the person can delegate specific tasks, such as organizing meetings, developing specific plans, etc. to other people. If the person cannot delegate to others, the effort is likely to be 20 hours per week.
3. Dedicate approximately 20- 25% of another senior-level municipal staff's time to serve as the point person to lead and manage the Civic Engagement process and Innovation

Grant request throughout the grant term. Submit quarterly narrative grant reports on program progress and challenges.

2. GRANTEE APPLICATION

Applications will be evaluated based on evaluation criteria outlined in this RFA. Applications will first be examined for completeness. All complete applications will be reviewed for eligibility and only complete, eligible applications will be evaluated.

I. Eligibility Information

A. Minimum Eligibility Criteria

To respond to this RFA, municipalities must meet the following minimum eligibility criteria:

1. **Phase I Participation**: Phase II participation is open only to participants of Cities RISE Phase I. Applicants must demonstrate that they have been actively leveraging BuildingBlocks in their code enforcement activities, participating in Cities RISE webinars, engaging with Spruce Technology and Tolemi, and working on improving their code enforcement strategies. For example, there should be a significant number of automatically uploaded datasets integrated in Building Blocks, including code violations, 311 calls (if applicable), assessor's database, fire department data, police data, tax collection data, and other key data sets).
2. **Management and Staffing**: The project proposal must have the active support and involvement of the highest-ranking municipal official(s)—the chief executive officer of the local government—which may be the mayor and/ or the city/ town manager. A senior staff person must be assigned as primary contact and coordinator. Additionally, the applicant must demonstrate that it will dedicate sufficient personnel to staff the additional program responsibilities.
 - As part of the application process, there will be a phone call between municipality's chief executive officer and Enterprise, Harvard, and Hester Street to discuss how the program might help the municipality accomplish its goals. The phone call will be scheduled in July or August of 2018.
3. **Community Partnerships**: The applying municipality must demonstrate a commitment to working in partnership with a diverse range of stakeholders.

B. Preferences

Applications that meet the following criteria will receive priority:

1. **Need**: This program is intended to support municipalities with comparatively high levels of community and property distress as demonstrated by publicly accessible metrics. Indicators could include but are not limited to:
 - High poverty rates, either overall or in neighborhood concentrations.
 - A high percentage of the municipality's housing stock with significant numbers of code violations related to health and safety and/or is vacant and abandoned.
 - High bank foreclosure rate, tax foreclosure rates, or other financial signals of distress.

2. **Community Impact:** Competitive applications will demonstrate a history of focusing on improving housing conditions for vulnerable populations and minimizing displacement, or if there is no extensive history, specific steps that the applicant has been taking using BuildingBlocks and assistance from consultants provided through Phase I, to achieve these outcomes. To participate in the program, applicants must be prepared to fully embrace the goal of using data to create or update a strategy to target housing resources in both an efficient and equitable way.
3. **Strategic Priority:** Preference will be given to cities with a chief executive that has a track record of and/or a demonstrated commitment to innovation and driving government performance to tackle social problems. If the Chief Executive is term limited and nearing the end of her/his term, the applicant needs to address the issue of leadership transition.
4. **Staff Support:** Preference will be given to municipalities that commit a comprehensive, intra-departmental team or task force to support the senior staff lead.
5. **Sustainability:** Competitive applications will demonstrate how the municipality will ensure long term sustainability—both financially and operationally—of the data and management systems put in place by this program. The municipality may demonstrate commitment to continuing data integration and community engagement after the program with a letter from the City Council or equivalent governmental decision-making body.

Application

The application must be submitted with a cover letter signed by the municipality's chief executive officer (mayor and/ or city/ town manager).

Answers to the questions below must be presented as a narrative; any words beyond the limit for that section will be disregarded. Illustrative images from BuildingBlocks may be attached as a single attachment and not counted toward the word limit. Please provide all responses in [SlideRoom](#).

1. **Need (15 points) (Not to exceed 250 words)**
 - What are your municipality's greatest housing challenges? Please provide metrics to illustrate your answer.
 - Are there communities or populations that you have a particularly hard time reaching? And/or are there communities or populations with whom you interact more than other communities? If yes, what are those populations and why do you have disproportionate interaction?
2. **Experience (30 points) (Not to exceed 750 words)**
 - How has your municipality leveraged Phase I resources to improve code enforcement and housing strategies?
 - How does code enforcement fit into the municipality's broader housing and community development strategy?
 - How are your municipality's departments working together on data analysis and to develop and implement new strategies?

- What have been your greatest successes improving code enforcement and housing strategies through Cities RISE?
- What are the main obstacles to a more efficient, effective, and equitable approach to code enforcement?
- Has the chief executive of the municipality issued any public statements about code enforcement in the past several years?

3. **Proposed Strategy (30 points) (Not to exceed 750 words)**

- What are your top priorities for improving code enforcement and asset management going forward? Do you have any specific geographic areas, property types, or kinds of problems you want to focus on?
- What organizational capabilities would you most like to develop? (for example, cross-departmental collaboration, performance management, engaging with communities, leveraging data in operations and decision-making, business process redesign, the ability to experiment and learn rapidly from new approaches)
- How has your municipality worked with community organizations and/or solicited community input in the past and through the Phase I process?
- How would your municipality like to work with community organizations and/or solicit community input? Name some ways your code enforcement work would be more effective with increased community involvement.
- How will Phase II resources help you correct for known or potential housing equity concerns in your municipality?
- Who are the community stakeholders you envision might comprise the community collaborative and what do they bring to the table? Please name and describe at least three organizations and/or individuals and describe their role in your community at large. Please also describe your experience working together in the past (if you haven't worked together in the past, please describe why you would like to work together).
- Are there relevant community/government advisory councils or working groups in your municipality that you might engage with during this process?

4. **Program Management (15 points) (Not to exceed 250 words)**

- Name and describe the senior official who will be responsible for this project. What is his or her current role and how will this person have the bandwidth to take on this responsibility for the next 24 months? What additional support and staffing do you propose for this project?
- Describe how your municipality's chief executive officer(s) (mayor and/ or city/ town manager) will engage in this project beyond participation in the Executive Education program at Harvard. For example, will s/he (occasionally) chair the taskforce meetings, will s/he be monitor a performance dashboard and hold departments accountable, or will s/he engage in organizational change efforts?
- How will the municipality's chief executive and senior leader appointed to coordinate the effort share the learnings of the program and incorporate innovations into the culture of the municipal administration?

5. **Support and Sustainability (10 points) (Not to exceed 200 words)**

- What operational systems will you put in place to ensure long term sustainability—both financially and operationally—of the community engagement and data analysis systems fostered through Cities RISE? What operational systems will be put in

place to ensure continuity in the event that mayoral administrations change within the next several years?

III. Proposal and Submission Information

A. Timelines

Application issued: June 29th, 2018

Informational call: Sometime in July at 2pm EST.

Conference number 1-866-469-3239, code 66184256.

Please submit questions by 12:00pm on July 13th. Submit questions to bhudson@enterprisecommunity.org, with "Cities RISE Phase II" in the title.

Due date and time: 5:00 pm EST on Friday, August 3rd, 2018

Award notice: The projected notice of awards is September 5th, 2018

Contract period: September 15, 2018 to September 15, 2020

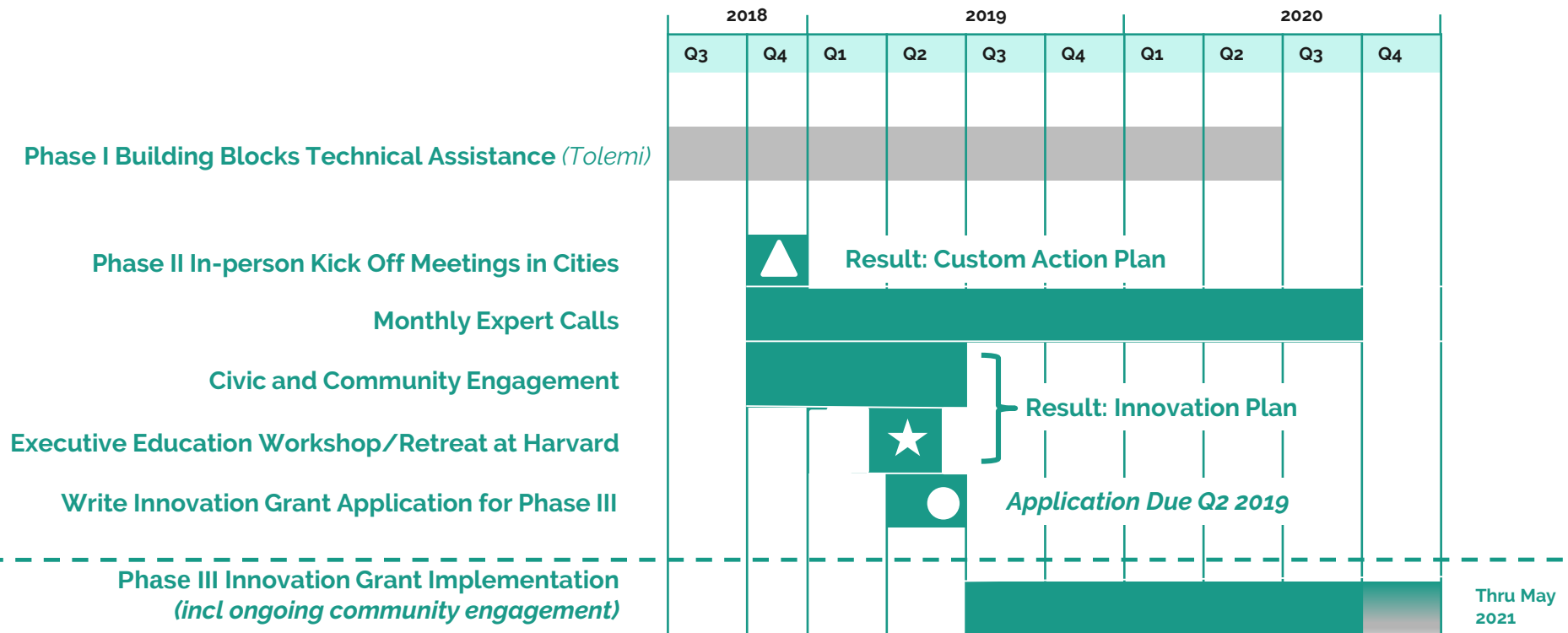
IV. Grant Terms

Selected applicants will be required to enter into a grant agreement with Enterprise governing the grant, which will include the value of technical assistance from Harvard, Tolemi, and Hester Street.

Cities RISE Program



Cities RISE – Phase II Timeline



LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED “RESIDENCY REQUIREMENTS” OF THE CODE OF THE CITY OF NEWBURGH

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C3.12 entitled ‘Residency Requirements’ of the Code of the City of Newburgh”.

SECTION 2 - AMENDMENT

City Charter Section C3.12 entitled “Residency Requirements” is hereby amended as follows:

- A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.
- B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~. This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.
- C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City

~~Strikethrough~~ denote deletions

Underlining denotes additions

Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law ~~on or after January 13, 2015~~.

RESIDENCY - a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law ~~on or after January 13, 2015~~ shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts
Deed

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Underlining denotes additions

Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in the provisions of Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, will prevent the City from filling the officer positions, one sixty (60) day extension may be granted as follows:
 - a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;
 - b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and
 - c. By the City Court for the City Marshal and Acting City Marshal.
2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law January 12, 2015 and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.
2. Nothing herein shall change the residency requirement for any elected City official.
3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

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Underlining denotes additions

SECTION 3 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on _____, 2018 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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CITY OF NEWBURGH

MUNICIPAL CIVIL SERVICE COMMISSION
CITY HALL - 83 BROADWAY
NEWBURGH, N.Y. 12550
Tel. 569-7340

To: Honorable Mayor Torrance Harvey & Members of Newburgh City Council

From: Thomas J. Murphy, Chairman, Newburgh Civil Service Commission

Date: July 11, 2018

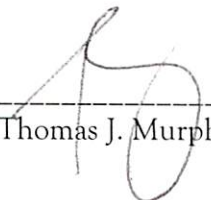
Re: Request for Re-Appointment

Having had the honor to serve on the Newburgh Municipal Civil Service Commission for the past six years, with the last two as Chairman, I have come to learn a great deal about the duties and functions of the Commission and the New York State Civil Service Law. The corresponding responsibilities, authority associated with the position and the significant role the Commission plays in serving the government and the citizens of the City of Newburgh.

During my tenure and with the help of my colleagues on the Commission several new policies and procedures have been implemented to help demystify the civil service examination process. Regularly scheduled CSC live streamed meetings are held as well as monthly scheduled meetings with the Newburgh Enlarged City School District. Communications with the Newburgh Housing Authority have improved significantly. The office received a commendation from NYS Department of Civil Service for an excellent Technical Assistance Review Audit performed in 2017 and our Administrator was appointed to the Executive Committee of the NYS Civil Service Officers Association. I am proud to have been a member of this Commission that has distinguished itself with a dedication to the City of Newburgh and has held true to the spirit of the civil service law which we are appointed to uphold in an autonomous manner.

I am requesting a re-appointment to the Commission to continue this important work which I respect and enjoy, and look forward to continuing to serve my community and the City of Newburgh in this capacity. As a longtime resident of the City for more than 30 years and recently retiring from my law practice in the City after 37 years, I have ample time to devote to attend meetings and be available for any issues that need immediate attention.

Thank you for your consideration and I remain available to discuss further upon request.



Thomas J. Murphy